

**BYLAWS OF USA DODGEBALL INC**  
**A NON-PROFIT ORGANIZATION**

---

This constitution and Bylaws (“Bylaws”), the attached or subsequent amendments of the Bylaws (“Amendments”) incorporated herein define the terms by which USA Dodgeball Inc (“USAD” or the “Organization”) shall be governed and outlines USAD’s procedures and protocols. In the event of a conflict between the Bylaws and the Amendments, the Amendments shall prevail.

*Adopted December 17, 2017*

*Amended and Effective as of October 10, 2025*

---

<b>Preamble.....</b>	<b>2</b>
<b>Section I - Name and Offices. ....</b>	<b>2</b>
<b>Section II - Nonprofit Status and Purposes.....</b>	<b>2</b>
<b>Section III - Membership.....</b>	<b>3</b>
<b>Section IV - Meetings of the Membership.....</b>	<b>6</b>
<b>Section V - Board of Directors.....</b>	<b>7</b>
<b>Section VI - Officers.....</b>	<b>9</b>
<b>Section VII - Committees.....</b>	<b>10</b>
<b>Section VIII - Staff. ....</b>	<b>12</b>
<b>Section IX - Adoption and Amendment of Bylaws and USAD Regulations .....</b>	<b>12</b>
<b>Section X - Financial Administration .....</b>	<b>12</b>
<b>Section XI - Books and Records.....</b>	<b>14</b>
<b>Section XII - Misconduct Prevention and Dispute Resolution.....</b>	<b>14</b>
<b>Section XIII - Incorporation of Policies by Reference.....</b>	<b>16</b>
<b>Section XIV - Indemnification and Liability .....</b>	<b>16</b>
<b>SIGNATURE PAGE.....</b>	<b>17</b>

## **Preamble.**

USAD (*Definitions (Schedule II)*) exists to govern, grow, and promote the sport of dodgeball in the United States while ensuring participation is safe, inclusive, and accessible for all. The Organization's Vision and Core Values are set forth in Mission, Vision, and Values (*Schedule I*) and guide the interpretation and application of all sections herein.

## **Section I - Name and Offices.**

The name of the Organization shall be USA Dodgeball, Inc. ("USAD" or the "Organization"). USAD is incorporated as a nonprofit corporation under the laws of the State of California. The Organization shall maintain a registered office in California as required by law, and such other business offices as the Board (*Definitions (Schedule II)*) may determine.

## **Section II - Nonprofit Status and Purposes.**

USAD is organized and shall be operated exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, as amended. Its purposes include:

1. Promoting the development of dodgeball as a means of sportsmanship, fitness, and recreation;
2. Fostering national and international amateur athletic competition in dodgeball;
3. Establishing and maintaining the official rules of play for dodgeball in the United States;
4. Encouraging, Sanctioning (*Definitions (Schedule II)*), and conducting dodgeball tournaments and events; and
5. Carrying out such other activities as may be consistent with these purposes and applicable law.

**Private Inurement.** No part of the net earnings of USAD shall inure to the benefit of, or be distributable to, any Director (*Definitions (Schedule II)*), Officer (*Definitions (Schedule II)*), Staff Member (*Definitions (Schedule II)*), or private person, except that USAD may pay reasonable compensation for services rendered and make distributions in furtherance of its exempt purposes.

**Legislative Activities.** No substantial part of the activities of USAD shall consist of attempting to influence legislation, provided that USAD may engage in education, advocacy, and promotion of the sport consistent with applicable law.

**Dissolution.** Upon dissolution of USAD, assets shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, or to the federal, state, or local government for a public purpose.

### Section III - Membership.

USAD recognizes multiple categories of membership to ensure broad participation and inclusive representation across all levels of play. The rights and obligations of each category are defined in these Bylaws and the corresponding policies incorporated by reference.

1. **Member Organizations.** Any duly organized dodgeball club, league, or association that has met all eligibility, governance, insurance, and compliance requirements established by the Board. Member Organizations represent their communities or regions, maintain voting rights within the General Assembly, and may nominate or elect candidates to the Executive Committee pursuant to the Election and Campaign Procedures (*Schedule XXII*).
2. **Individual Members.** Any person who supports the mission of USAD, participates in its programs, or serves in any official capacity (athlete, coach, referee, volunteer, or administrator) may become an Individual Member, provided that the individual has not been convicted of (i) a felony, (ii) sexual abuse, sexual assault, or other sexual misconduct, or (iii) any offense involving fraud, dishonesty, theft, misrepresentation, violence, or other conduct contrary to standards of justice and good morals. The Board shall have final authority to determine whether a conviction is disqualifying.

Individual Members do not vote in General Assembly matters but are bound by all applicable USAD policies, including the Code of Conduct (*Schedule VII*), Athlete Safety and Misconduct Prevention (*Schedule XVI*), and related regulations.

The Board (or its designee) may require background checks or attestations as part of the application process to confirm eligibility, consistent with applicable law and USAD Background Screening and Records policies.

3. **Affiliate Members.** Any group, club, or organization that supports the mission of USAD but does not yet meet all requirements for full Member Organization status. Affiliate Members may operate under a charter agreement, Memorandum of Understanding (*Exhibit VIII*) or Letter of Understanding (*Exhibit IX*) with USAD to promote the sport locally or regionally. Affiliate Members are recognized partners in the development of dodgeball and may include:
  - a. **Early-Stage Affiliates.** Newly established leagues or community groups piloting programs under an approved Letter of Understanding while building operational capacity.
  - b. **Transitional Affiliates.** Organizations operating under a Memorandum of Understanding while formalizing governance, membership, and compliance standards required for full Member Organization status.
  - c. **Affiliate Pathway.** The structured progression from Early-Stage Affiliate → Transitional Affiliate → Member Organization, administered by the Membership

Committee, or recognition as an independent national governing body by the World Dodgeball Federation (WDBF).

Affiliate Members are non-voting participants in the General Assembly but may attend meetings, access member resources, and receive technical assistance and promotional support from USAD.

4. **Other Categories.** The Board may establish additional membership categories (e.g., youth, student, honorary) and define their rights and privileges at its discretion.

**Membership Dues.** The Board shall set membership dues for Member Organizations, Individual Members and any other membership categories, and may adjust them from time to time. The Board may waive or reduce dues for certain membership categories at its discretion.

#### **Admission and Renewal.**

1. **Application Process.** All applicants shall submit the required membership form, supporting documentation, and payment of annual dues as established by the Board. Member Organizations and Affiliate Members must also provide proof of insurance and compliance with all required policies listed in Incorporated Policies (Schedule III).
2. **Review and Approval.** The Membership Committee shall review all applications and recommend approval or denial to the Board. The Board may, after reviewing the Membership Committee's recommendation, approve, defer, or deny membership to any applicant whose conduct, background, or affiliation is inconsistent with USAD's mission, reputation, or eligibility requirements.
3. **Term of Membership.** Memberships are valid for one (1) Fiscal Year and must be renewed annually. Prior to the Annual General Meeting, the Membership Committee shall verify each member's Good Standing status for voting and participation rights.
4. **Right to Participate.** Only Members in Good Standing may exercise the Right to Participate (Definitions (Schedule II)) in USAD-sanctioned events.

**Expectations.** All Members shall contribute to fulfilling the mission of USA Dodgeball by adhering to Membership Expectations (Definitions (Exhibit V)) and all USAD Regulations incorporated into these Bylaws.

1. **Affiliate Members.** Each Affiliate shall adopt governing documents consistent with these Bylaws and must comply with all applicable USAD Regulations, including all policies incorporated into these Bylaws, and remain in Good Standing to maintain affiliation.
  - a. **Autonomy and Local Governance.** Transitional Affiliates retain autonomy to govern their own local programs, leagues, and competitions. However, participation in USAD-sanctioned events requires compliance with all applicable USAD policies, including but not limited to the Code of Conduct, Athlete Safety and Misconduct Prevention, and Event Sanctioning Policies.
  - b. **Pathway to Independence.** When a Transitional Affiliate demonstrates that it:

- i. Meets WDBF's membership and governance standards;
  - ii. Adopts and enforces its own SafeSport-aligned athlete safety framework; and
  - iii. Maintains a sustainable structure for competition and administration; then USAD shall formally support and endorse its application for independent NGB recognition with WDBF.
- c. **Ongoing Collaboration.** Following independence, USAD and the newly recognized NGB shall continue to cooperate in the exchange of best practices, referee certification, athlete development, and continental competition.
  - d. **Status Review.** The USAD Board of Directors shall review the status of all Transitional Affiliates at least once every three (3) years to ensure readiness for independent governance, and may renew or sunset such status by majority vote.

**Discrimination Prohibited.** Membership and all rights of participation in USAD, including all tournaments and other events conducted or sanctioned by it, will be open to all persons without regard to race, age, gender, gender identity, religion, sexual orientation, color, national origin, disability, sex, or any other status protected by applicable federal, state, or local law, subject to the ineligibility criteria above. Nonetheless, participation in divisions of tournaments and other events may be restricted and apportioned on the basis of sex and/or age when necessary to promote fair competition, consistent with USAD's Trans & Gender Inclusion & Eligibility Policy (Schedule XIV) and applicable law.

**Exhaustion of Administrative Remedies.** (*Definitions (Schedule II)*) By accepting membership, each Member agrees to follow and be bound by USAD's Articles of Incorporation, these Bylaws and all USAD Regulations, including all policies incorporated into these Bylaws, and to exhaust all administrative remedies provided herein in any controversy or Grievance (*Definitions (Schedule II)*) involving participation in USAD activities.

### **Rights and Responsibilities.**

1. **Member Organizations.** Entitled to one (1) vote per Member Organization in General Assembly matters, to propose agenda items, and to nominate or elect representatives per Election and Campaign Procedures (Schedule XXII).

Member Organizations must select a Designated Representative in writing (and an alternate) who will act on behalf of the Member Organization in membership meetings, vote on matters requiring membership approval and receive official Notices (*Definitions (Schedule II)*). The Designated Representative must be at least eighteen (18) years of age, a member in Good Standing (*Definitions (Schedule II)*) of USAD and free from Disqualifying Convictions (*Definitions (Schedule II)*). The Board shall have final authority to determine whether a conviction is disqualifying.

Member Organizations are responsible for ensuring that their Designated Representative meets these eligibility requirements.

2. **Affiliate Members.** Entitled to participate in discussions, access USAD resources, and receive guidance and recognition but hold no formal voting rights until attaining full Member Organization status.

- a. **Eligibility and Representation.**

- i. Athletes and officials from a Transitional Affiliate may compete in USAD-sanctioned domestic events under the Affiliate's name.
    - ii. Eligibility to represent Team USA in international competition is limited to U.S. citizens and permanent residents meeting all other USAD and WDBF criteria.
    - iii. Upon the recognition of a separate NGB by WDBF, eligibility for international representation shall transfer to that NGB in accordance with WDBF rules.

3. **Individual Members.** Entitled to participate in USAD-sanctioned programs and protected under all applicable safety and conduct policies.

### **Suspension, Revocation, or Denial of Membership.**

1. **Grounds for Action.** Membership is a privilege, not a right, and may be refused, suspended, or withdrawn when any individual or organization fails to meet eligibility standards, violates these Bylaws, or engages in conduct detrimental to USAD's mission, integrity, or athlete safety. Disciplinary action shall be proportionate to the violation and consistent with precedents established by the Judiciary Committee.

Failure to pay dues when due shall result in automatic suspension of membership.

2. **Procedures.** Before expelling or suspending a member (other than for non-payment), the Board or its designee shall provide written Notice by electronic mail or certified letter to the address on file. The Notice shall state (i) the factual basis for the proposed action, (ii) the specific Bylaw or policy allegedly violated, and (iii) the procedure for response or appeal. The member shall have 30 days from the date of Notice to submit a written response.
  - a. Suspended or expelled members lose all rights and privileges of membership during the period of ineligibility.
  - b. Reinstatement requires approval by the Board upon written request.
    - i. A member who has been suspended may reapply for membership after a period of one (1) year unless otherwise specified by the Board at the time of suspension.
    - ii. A member who has been expelled may petition for reinstatement after two (2) years by submitting a written request to the Judiciary Committee, which shall review and recommend action to the Board for final decision.

**Charter and Affiliate Agreements.** USAD may issue charters, MOUs, or LOUs to establish formal relationships with local or regional leagues, subject to periodic review. Such agreements must:

1. Align with USAD's Mission, Vision, and Values (Schedule I).
2. Define mutual obligations, reporting expectations, and use of USAD intellectual property.
3. Be reviewed annually by the Membership Committee and renewed or amended as needed.

#### **Section IV - Meetings of the Membership.**

**Annual General Meeting.** An Annual General Meeting (AGM) (*Definitions (Schedule II)*) of the membership shall be held at such time and place as the Board determines. Notice of the meeting, including time, place and purpose, shall be given to all members (both Organizational and Individual) not less than thirty (30) days in advance via mail or electronic communication. Member Organizations must attend through their Designated Representative(s); Individual Members may attend but do not vote.

**Special Meetings.** Special meetings of the membership may be called by the President (*Definitions (Schedule II)*) of the Board, or shall be called by the Secretary (*Definitions (Schedule II)*) upon written request of at least twenty percent (20%) of the Member Organizations in Good Standing. Notice of special meetings shall be given to all members at least thirty (30) days in advance and shall state the purpose of the meeting; no business other than the stated purpose may be conducted.

**Quorum and Voting.** A Quorum (*Definitions (Schedule II)*) shall consist of Designated Representatives of at least twenty-five percent (25%) of Member Organizations in Good Standing, present in person, remotely, or by Proxy (*Definitions (Schedule II)*) at a duly called meeting. Each Member Organization shall have one (1) vote. Unless otherwise provided by law or these Bylaws, actions requiring Member Organization approval shall be decided by a majority of votes cast. Individual Members do not vote on membership matters. Voting may be conducted in person, by Proxy, or by secure electronic ballot as authorized by the Board. Elections shall be conducted in accordance with the Election and Campaign Procedures Policy (*Definitions (Schedule XXII)*).

**Designated Representatives.** Each Member Organization may be represented by at least one (1) and no more than three (3) Designated Representatives in writing by that Member Organization. Designated Representatives are responsible for casting the Member Organization's single vote. If more than one Designated Representative is present, the vote must be cast jointly. If only two (2) Designated Representatives are present and disagree, the Member Organization is deemed to have abstained.

**Proxies.** A Member Organization unable to attend may designate another Member Organization to vote on its behalf by written Proxy.

All proxies must:

1. Be executed in writing on the *Proxy Authorization Form (Exhibit III)* approved by the Board;
2. Expire automatically upon adjournment of that meeting for which they are issued; and
3. Designate a specific Member Organization as Proxy holder.

Proxies authorize attendance and voting on behalf of an absent Member Organization but shall not expand the total number of Designated Representatives or votes assigned to that Member Organization. Proxies may not be transferred, reassigned, or issued as standing proxies. The Secretary shall maintain a Proxy Log (*Definitions (Schedule II)*) for Board and Membership meetings documenting each Proxy submitted.

## **Section V - Board of Directors.**

**Authority and Responsibilities.** The Board shall govern USAD and is responsible for managing its affairs, establishing policies, adopting budgets, and overseeing the activities, programs and objectives of USAD.

**Composition.** The Board shall consist of not fewer than five (5) nor more than nine (9) Directors, as determined from time to time by a Majority Vote (*Definitions (Schedule II)*) of the Board. At least twenty percent (20%) of the voting members of the Board of Directors shall be Athlete Representatives (*Definitions (Schedule II)*).

The Board shall endeavor to include individuals with diverse skills and backgrounds who are geographically dispersed across the United States.

**Other Directors.** Additional Directors may be elected or appointed per Schedule XXII.

**Qualifications to Be a Board Member.** In order to serve on the Board of Directors, a Director must

1. be at least eighteen (18) years of age or older;
2. be a U.S. citizen or permanent resident;
3. be a member of USAD in Good Standing;
4. be free from felony convictions of any kind, disciplinary actions, or moral turpitude;
5. not have any conviction (misdemeanor or otherwise) for sexual abuse, sexual assault of any kind;
6. not have served a period of ineligibility for a violation of athlete safety rules of USAD and/or a Safe Sport Code violation as defined by the U.S. Center for SafeSport; and
7. not have been adjudicated to have violated these Bylaws or USAD Regulations within the last two (2) years.

Any individual found not to meet these qualifications by the Board of Directors will be ineligible to run for election, or to be appointed to the Board. In case a sitting Board member is found to no longer meet these qualifications by the Board of Directors, that Director will automatically be ineligible to serve on the Board and will automatically be removed.



**Terms and Elections.** Directors shall serve three-year terms and may be reelected for one additional consecutive term. Elections shall be staggered so that approximately one-third of the Board seats are up for election each year. After serving two consecutive terms, a Director must take at least one year off before being eligible to serve in that position again.

**Vacancies.** If a vacancy occurs, the remaining Directors may elect a successor by Majority Vote to fill the unexpired term. For purposes of this Section V, if a Board member is appointed or elected to fill a vacancy, that Board member will be considered to have completed a full (i.e. three year) term if he or she serves at least one and one-half years to fill such vacancy.

**Regular and Special Meetings.** The Board shall hold at least two regular meetings per year. Special meetings may be called by the President or upon the request of a majority of Directors. Directors may participate via conference call or similar communications equipment whereby all participants can hear each other.

**Notice.** Notice of each meeting of the Board of Directors stating the place, day and hour of the meeting shall be given to each Director at least five (5) days (for regular meetings) prior, or at least two (2) days (for special meetings) prior to each meeting. Any Director may waive Notice of any meeting before, at or after such meeting. The attendance of a Director at a meeting shall constitute a waiver of Notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any meeting of the Board of Directors need be specified in the Notice or waiver of Notice of such meeting unless otherwise required by statute.

**Quorum and Voting.** A quorum for the transaction of business shall consist of a majority of Directors then in office, present in person, remotely, or by Proxy at a duly called meeting. Each Director shall have one (1) vote. Unless otherwise provided by law or these Bylaws, actions requiring Board approval shall be decided by a majority of votes cast.

Voting may be conducted in person, by Proxy, or by electronic ballot as authorized by the Board. Directors may act without a meeting if all Directors then in office provide unanimous written consent. If less than a quorum is present, the Directors present may adjourn the meeting without further Notice.

**Proxies.** A Director unable to attend a duly called meeting may designate another Director to vote on their behalf by written Proxy.

All proxies must:

1. Be executed in writing on the Proxy Authorization Form (*Exhibit III*) approved by the Board;
2. Expire automatically upon adjournment of that meeting for which they are issued; and
3. Designate a specific Director as Proxy holder.

No Director may hold more than one (1) Proxy in addition to their own vote. Proxies authorize attendance and voting on behalf of an absent Director but shall not expand the total number of votes assigned to that Director's seat. Proxies may not be transferred, reassigned, or issued as

standing proxies. The Secretary shall maintain a Proxy Log for Membership Meetings and Board Meetings, documenting each Proxy submitted.

**Removal.** In accordance with these Bylaws and Schedule XXII, a Director may be removed with or without cause by a two-thirds vote of the entire Board, or for cause by a Majority Vote of the entire Board, and a successor may be elected pursuant to the provisions of these Bylaws.

For purposes of this Section V, the term "with cause" means (i) violation of fiduciary duties, (ii) frequently missed Board meetings without the absence being excused, (iii) disclosing confidential or sensitive information about USAD to unauthorized persons, (iv) conviction of any felony or conviction of a misdemeanor involving Moral Turpitude (*Definitions (Schedule II)*), or (v) material violation of a USAD Regulation.

## **Section VI - Officers.**

**Officers.** The Executive Committee (collectively, the "Officers" and each an "Officer") of USAD shall include a President, Vice President (*Definitions (Schedule II)*), Treasurer (*Definitions (Schedule II)*), and Secretary, each elected by the General Assembly from among the Directors, in accordance with the Election and Campaign Procedures Policy (*Definitions (Schedule XXII)*). The Board may create additional positions as needed.

1. The President presides over meetings of the Board and membership and serves as the primary representative of USAD.
2. The Vice President assumes the President's duties in their absence and performs such other duties as assigned.
3. The Treasurer oversees USAD's financial affairs, ensures proper Financial Controls (*Definitions (Schedule II)*) are maintained, and chairs the Finance Committee (*Definitions (Schedule II)*). The Treasurer shall provide regular financial reports to the Board and membership.
4. The Secretary is responsible for preparing and maintaining meeting minutes, ensuring Notice of meetings, and maintaining the corporate records of USAD. The Secretary shall also be responsible for maintaining the official Proxy Log for all Membership Meetings and Board Meetings, ensuring that proxies are received on the approved form, recorded accurately, and verified for compliance with these Bylaws.

## **Section VII - Committees.**

All committees are advisory committees and report to the Board. Committee members should be geographically diverse to the extent reasonably possible. All committee members will serve without compensation and must be individual members of USAD.

Board members may be a member of any committee established by the Board or President. Board members may chair any committee with the President's recommendation and approval of the Board, provided that the Chairs of the Standing Committees shall be Board members.

All committees expire at the end of October of each year. Committee Chairs will submit their recommendation to the President for the upcoming year. The President will then recommend final committee members to the Board for approval for the forthcoming year.

**Standing Committees.** USAD shall maintain the following Standing Committees: the Judiciary Committee (*Definitions (Schedule II)*), the Rules Committee (*Definitions (Schedule II)*) and the Finance Committee.

1. The Judiciary Committee shall oversee Grievance resolution, eligibility decisions, and disciplinary matters as set forth in these Bylaws and the Judiciary Committee Procedures (*Schedule IX*).
2. The Rules Committee shall oversee the development, amendment, and interpretation of the official rules of play.
3. The Finance Committee shall oversee financial reporting, audits, and financial controls.

The Board may establish additional Special or Ad Hoc Committees (*Definitions (Schedule II)*) as needed. Committee authority and responsibilities shall be set forth in Board resolutions or these Bylaws. No action of the Committees shall be effective or binding on USAD until ratified by the Board.

#### **Judiciary Committee.**

1. **Composition.** See Judiciary Committee Procedures (*Schedule IX*).
2. **Duties.** The Judiciary Committee shall be a Standing Committee of USAD, responsible for adopting procedures for receiving, investigating and deciding Grievances and appeals, Hearing (*Definitions (Schedule II)*) and resolving disputes, eligibility questions, and disciplinary matters, subject to the following:
  - a. The Judiciary Committee shall operate in accordance with its adopted Judiciary Committee Procedures (*Schedule IX*).
  - b. The Judiciary Committee shall issue Initial Determinations (*Schedule IX*) in writing, subject to the appeal procedures in the Grievance Reporting and Recordkeeping Policy (*Schedule VIII*).
  - c. The Judiciary Committee shall perform such other duties as assigned by the Board.
3. **Procedures.** The Judiciary Committee shall operate in accordance with the Grievance Reporting & Recordkeeping Policy (*Schedule VIII*) and the Judiciary Committee Procedures (*Schedule IX*).

These Judiciary Committee Procedures are incorporated by reference into these Bylaws and shall have the same force and effect as if fully set forth herein.

#### **Rules Committee.**

1. **Composition.** The Rules Committee shall consist of at least three members appointed by the Board. Committee members may include Directors, staff and at-large members with expertise in dodgeball rules and competition.

2. **Duties.** This committee shall maintain and periodically update the official rulebook for dodgeball, incorporating various styles of play recognized by USAD and its Member Organizations. It shall assist with rule development requested by Member Organizations, facilitate discussion regarding proposed rule changes, and recommend rule modifications to the Board for approval. The committee shall also perform such other duties as assigned by the Board.

#### **Finance Committee.**

1. **Composition.** The Finance Committee shall consist of at least two Directors appointed by the Board.
2. **Duties.** This committee shall assist in the development and presentation of the annual budget, approve interim budgets and revisions, supervise preparation and filing of tax returns, monitor financial statements and variances from budget, and recommend Independent Auditors (*Definitions (Schedule II)*).

**Other Committees.** The Board may form other committees or task forces as needed to advance the mission of USAD. Committee members serve at the pleasure of the Board and report to the Board or its designee.

#### **Section VIII - Staff.**

**Executive Director and Staff.** The Board may employ an Executive Director (*Definitions (Schedule II)*) and other staff to manage the day-to-day operations of USAD. The Board shall determine reporting relationships, duties and responsibilities for staff positions and shall conduct or delegate regular performance reviews.

**Consultants and Independent Contractors.** The Board may engage consultants, contractors or professionals (such as accountants, attorneys, technology providers or other specialists) as needed to support USAD's operations.

#### **Section IX - Adoption and Amendment of Bylaws and USAD Regulations**

**Policies and Regulations.** USAD Regulations shall be effective upon adoption by a Majority Vote of the Board and may be amended in the same manner.

**Adoption and Amendment.** These Bylaws may be amended or replaced by the affirmative vote of a majority of the Directors at any duly called Board meeting, provided that Notice of the proposed amendment or replacement has been given to the Directors at least ten (10) days before the meeting. No amendment shall be inconsistent with the Articles of Incorporation or applicable law. Members may submit proposed amendments to the Board for consideration.

**Gender and Titles of Chairpersons.** All references to the male gender in the Bylaws and USAD Regulations will refer to and mean equally the female gender, and the singular will include the plural, each where the context so indicates. Any Chairperson or Vice Chairperson may use any commonly recognized title such as "Chairperson," "Chairman," "Chairwoman," or "Chair."

## **Section X - Financial Administration**

These financial controls and requirements are the governing standards for USAD. They supersede any conflicting provisions that may appear in prior policies or Board resolutions, unless specifically amended by the Board. USAD shall maintain prudent financial controls, oversight procedures, and insurance coverage to protect the assets, reputation, and integrity of the Organization. The Finance Committee shall review these requirements annually and recommend updates to the Board as necessary.

**Fiscal Year.** USAD's Fiscal Year (*Definitions (Schedule II)*) shall be November 1 through October 31, unless changed by resolution of the Board.

### **Financial Controls.**

#### **1. Deposits and Accounts.**

- a. All funds shall be deposited in accounts at financial institutions selected by the Board or its designee.
- b. Accounts must be established in the legal name of USA Dodgeball Inc.

#### **2. Authorized Signatures and Disbursements.**

- a. All checks, electronic payments, orders for payment, or other financial instruments shall be signed or executed by officers or authorized agents designated by resolution of the Board.
- b. All USAD bank accounts shall require at least two (2) Authorized Signatories for any expenditure greater than \$2,500, except for automated disbursements processed through third-party payment processors (e.g., Stripe, PayPal, or other Board-approved vendors).
- c. The Treasurer and Finance Committee shall review monthly transaction logs for all automated disbursements to ensure accuracy and compliance.

#### **3. Segregation of Duties.**

4. No individual may both authorize and disburse the same payment or reimbursement.
5. The roles of authorizing, approving, and reconciling payments shall remain distinct to prevent conflicts of interest.

#### **6. Deposits and Endorsements.**

- a. For purposes of deposit or collection, checks or other items payable to USAD may be endorsed or assigned by the President, Treasurer, or other authorized agent designated by the Board.

#### **7. Reimbursements.**

- a. All reimbursement requests must include itemized receipts and written approval by the Treasurer or Finance Committee.
- b. Reimbursements over \$500 must include supporting documentation and may be subject to Board review.

**Investments.** USAD's funds may be retained in cash or invested prudently in assets permitted for organizations exempt under Section 501(c)(3) of the Internal Revenue Code.

Investment decisions must prioritize liquidity, safety, and fiduciary responsibility.

**Insurance.** USAD shall maintain Directors & Officers (D&O) Liability Insurance, General Liability Insurance, and other coverage deemed appropriate by the Finance Committee.

All sanctioned event hosts must maintain event-specific liability insurance as required under the Event Sanctioning Policy (Schedule XXI) and provide proof of coverage upon request.

**Non-budgeted Expenses.**

1. Up to and including \$1,000: may be approved by the Deputy Director (or equivalent).
2. Between \$1,000.01 and \$2,500: requires approval by the Executive Director.
3. Exceeding \$2,500: requires approval by the Finance Committee and ratification by the Board at its next regular meeting.
4. Emergency expenditures necessary to protect athlete safety or organizational integrity may be authorized by the President or Treasurer, provided that written notice is submitted to the Finance Committee within 72 hours.

**Annual Financial Reporting.** The Finance Committee shall prepare an annual Treasurer's Report (*Definitions (Schedule II)*) summarizing USAD's revenues, expenses, and financial position. This report shall be presented at the Annual General Meeting (AGM) and made available on USAD's official website.

## **Section XI - Books and Records**

**Confidentiality Obligations.** All Directors, Officers, committee members, employees, contractors, volunteers, and athletes who have access to non-public or sensitive information shall comply with Schedule XI - Confidentiality and Non-Disclosure Policy and must execute the acknowledgement form provided in Exhibit VI - Confidentiality Agreement Template. This requirement ensures consistent protection of personal, financial, and operational data across all areas of USA Dodgeball. The Secretary or Executive Director shall maintain signed agreements as part of the Organization's official records.

Correct books of account and records of the activities and transactions of USAD shall be retained at the principal office, and destroyed in accordance with the Retention of Documents Policy (Schedule XIX). These shall include minutes of Board meetings, a copy of the Articles of Incorporation and these Bylaws, official contracts and affiliation agreements, and other records required by law or policy. Records shall be maintained electronically and securely by the Secretary or Executive Director. Board records will be made available to Board members upon request. Board records not publicly available are confidential and may only be released to Board members or committee Chairs upon request, subject to reasonable confidentiality safeguards. If a Board member's request for records is denied by the Secretary or Executive Director, the matter shall be referred to the full Board for resolution at the next scheduled meeting.

## **Section XII - Misconduct Prevention and Dispute Resolution**

**Policy adoption and Compliance.** USAD shall maintain policies consistent with the U.S. Center for SafeSport and the Ted Stevens Olympic and Amateur Sports Act, including but not limited to Athlete Safety, the Minor Athlete Abuse Prevention Policy (MAAPP), Background Screening, and Whistleblower Protection. These policies are incorporated by reference into these Bylaws.

**Note on Conduct Standards.** For purposes of disciplinary matters, the categories of misconduct are defined in Definitions (*Schedule II*) under “Conduct within the Organization,” “Conduct within the Dodgeball Community,” and “Conduct outside the Dodgeball Community”. The full standards of behavior, examples of violations, and potential sanctions are set forth in the Code of Conduct Policy (*Schedule VII*), which is incorporated by reference into these Bylaws.

**Sanctions for Misconduct.** Misconduct may result in the following sanctions, applied progressively depending on severity:

1. Verbal or written warning;
2. Probation (with conditions);
3. Suspension from events or membership;
4. Permanent ineligibility.

Sanctions shall be proportional to the offense and determined by the Judiciary Committee.

**Alternative Dispute Resolution (ADR).** All members and participants agree to resolve disputes through the following tiered process:

**Informal Resolution.** Parties are encouraged to resolve disputes directly and informally. If unsuccessful, the President or a designated ombudsperson may facilitate mediation before any formal grievance is initiated.

**Mediation.** If informal efforts fail, either party may request mediation. Mediation is voluntary, non-binding, and confidential. A mediator may be appointed by the Judiciary Committee or designated by the Board.

**Internal Arbitration (Judiciary Committee).** If mediation does not resolve the matter, the Judiciary Committee shall serve as the forum for binding internal arbitration.

Hearings shall provide notice, opportunity to be heard, the right to representation, and impartial decision-makers.

Proceedings shall be confidential, and the Committee shall issue a written decision that is final and binding within the Organization, subject only to appeal to the Independent Appeals Panel.

**Independent Appeals Panel.** A party dissatisfied with a Judiciary decision may appeal to the Independent Appeals Panel, as defined in Schedule IX. The Panel may affirm, reverse, modify, or remand the decision.

If convening a panel is not feasible, the Board may appoint a neutral arbitrator to serve in its place.

**External Arbitration.** After exhaustion of all internal remedies, parties may submit disputes involving eligibility or participation of significant consequence to an external alternative dispute resolution provider designated by the Board.

External arbitration is limited to eligibility/participation matters and excludes monetary claims, field-of-play decisions, and doping violations.

Costs shall be shared equally by the parties unless otherwise ordered.

**Waiver of Class Actions and Jury Trials.** As a condition of membership, Members agree to bring claims only in their individual capacity and not as part of a class or representative action.

To the fullest extent permitted by law, Members waive the right to a jury trial in any dispute arising under these Bylaws or related USAD Regulations, including all policies incorporated into these Bylaws, and agree that disputes will be resolved through the Grievance and appeals procedures set forth herein.

**Time Limit on Claims.** All grievances or claims must be filed within one (1) year of the alleged incident or of the date when the complainant reasonably should have known of the incident.

**Field-of-Play Exception.** Field-of-Play rulings by referees are final and not subject to Grievance or appeal.

**Doping and Monetary Claims.** Alleged anti-doping rules (*Definitions (Schedule II)*) violations shall be handled exclusively under USAD's Anti-Doping Policy (*Schedule IV*) or by WADA/USADA/WDBF authorities. Monetary claims are not subject to the Grievance process and shall be resolved by applicable law.

### **Section XIII - Incorporation of Policies by Reference**

The Board may adopt and maintain policies and procedures to implement these Bylaws and fulfill the Organization's mission, including but not limited to those listed in Incorporated Policies (*Schedule III*). All such policies are incorporated by reference into these Bylaws and have the force and effect of the Bylaws themselves.

**Amendments.** The Executive Board retains the authority to amend, repeal, or replace any policy listed above by Majority Vote, provided such action does not conflict with applicable law, USAD's Articles of Incorporation, or these Bylaws. Any amendments shall take effect immediately unless otherwise specified.

**Conflict of Provisions.** In the event of any conflict between the Bylaws and a Schedule, the provisions of the Bylaws shall control, unless the Schedule reflects mandatory requirements under federal or state law, the U.S. Center for SafeSport, or the Ted Stevens Olympic and Amateur Sports Act, in which case the Schedule shall control to the extent of such legal or regulatory requirement.



#### **Section XIV - Indemnification and Liability**

USAD shall indemnify its Directors, officers, committee members, staff and agents to the fullest extent permitted by law against liabilities and expenses incurred by reason of their service to USAD, provided they acted in good faith and reasonably believed their conduct was in USAD's best interests. Directors and officers shall not be personally liable for the debts or obligations of USAD.

## SIGNATURE PAGE

APPROVED by the BOARD OF DIRECTORS on December 15, 2025, but adopted and made effective as of October 10, 2025.

Signature	Signature
Nicole Chasin, <b>President</b>	Francis Nicholas Factoran, <b>Vice President and Interim Treasurer</b>
Signature	Signature
Zarin Stone, <b>Secretary</b>	Rebecca Forand, <b>At-Large Director</b>
Signature	
Brett Kauble, <b>At-Large Director</b>	

# Schedule I - Mission, Vision, and Values

## Mission Statement

USA Dodgeball, Inc. ("USAD" or the "Organization") exists to govern, grow, and promote the sport of dodgeball in the United States and its territories, while ensuring that participation is safe, inclusive, and accessible for all.

We are committed to:

- **Athlete Development** - creating pathways from local leagues to international competition, providing education and training resources for athletes, coaches, referees, and volunteers.
- **Competition and Rules** - maintaining official rules of play, sanctioning tournaments and events, and building consistent standards for fair and enjoyable competition.
- **Community Support** - equipping member organizations with toolkits to start and grow leagues, including guidance on business structure, insurance, tournament operations, marketing, referee development, and player recruitment.
- **Equity and Inclusion** - championing diversity, equity, and inclusion across all levels of play, ensuring that dodgeball is welcoming and safe for participants of all ages, genders, and backgrounds.
- **Promotion of the Sport** - advancing dodgeball through public outreach, partnerships, and media initiatives that raise awareness, expand participation, and strengthen recognition of the sport nationally and internationally.

Together with our member organizations and partners, USAD works to foster a culture of sportsmanship, community, and excellence, ensuring that dodgeball continues to grow as both a recreational and competitive sport.

## Vision

To establish dodgeball as a nationally recognized, safe, and inclusive sport that thrives at every level - from grassroots community leagues to international competition - while serving as a model of integrity, athlete safety, and organizational excellence.

## Core Values

1. **Athlete Safety** - We put the safety and well-being of all participants first by adopting policies and practices that reduce risk, prevent abuse and misconduct, and provide clear pathways for reporting and accountability.
2. **Integrity & Fair Play** - We promote sportsmanship, honesty, and respect on and off the court, ensuring that competition is guided by fairness, consistent rules, and respect for opponents, officials, and teammates.

3. **Inclusion & Equity** - We welcome participants of all genders, races, ages, abilities, and backgrounds. We are committed to creating equitable opportunities for growth and representation across all aspects of the sport.
4. **Community & Collaboration** - We believe dodgeball grows best when we work together. We empower member organizations with resources, toolkits, and best practices to strengthen leagues, tournaments, and player experiences nationwide.
5. **Growth & Excellence** - We foster both recreational and elite competition, building pathways from local play to international representation. Our goal is to elevate dodgeball's recognition while maintaining the Spirit of the Game (*Definitions (Schedule II)*).
6. **Transparency & Accountability** - We are stewards of a young but growing sport. We commit to open communication, responsible governance, and financial accountability to our members, partners, and athletes.

USAD's Board shall maintain a Mission Statement and Strategic Plan, reviewed periodically, at least once every three years where feasible, to ensure continued alignment with USAD's mission and resources.

## Schedule II - Definitions

The following definitions apply throughout these Bylaws:

### Governance and Organizational Structure

1. **“USA Dodgeball Inc.” or “USAD”** means the national governing and rule-setting body for the sport of dodgeball in the United States.
2. **“Acting Disciplinary Authority”** means any Event Director, member of USAD Administration performing duties in some specific capacity, officer or agent of USAD, or other USAD-appointed individual or group charged with decision-making regarding conduct pertaining to a specific USAD-sanctioned Event in progress.
3. **“Board” or “Board of Directors”** means the governing body of USAD responsible for overseeing its operations, finances, and policies.
4. **“Director”** means any individual elected or appointed to the Board.
5. **“Executive Committee”** means the President, Vice President, Treasurer, and Secretary, elected directly by the General Assembly in accordance with Schedule XXII. The Executive Committee is responsible for governance leadership and oversight of USAD, subject to the authority of the full Board.
6. **“Officer”** means any Director of the Board elected by the General Assembly to serve as President, Vice President, Treasurer, or Secretary.
7. **“President”** means the Officer who presides over Board and membership meetings and serves as USAD’s primary representative.
8. **“Vice President”** means the Officer who assumes the President’s duties in their absence and performs other duties as assigned.
9. **“Treasurer”** means the Officer responsible for managing financial affairs and budgets.
10. **“Secretary”** means the Officer responsible for meeting records, Notices, and document custody.
11. **“Athlete Representative”** means an individual who has represented the United States in international dodgeball competition within the last ten (10) years and who meets the minimum criteria for athlete representation under the Ted Stevens Olympic and Amateur Sports Act (20% representation rule).
12. **“Committee”** means any group of individuals formed by the Board to carry out specific tasks or provide oversight.
13. **“Standing Committee”** means any permanent committee named in the Bylaws (e.g., Judiciary, Rules, Finance).
14. **“Ad Hoc Committee” or “Special Committee”** means any temporary committee established to address a specific issue.
15. **“Judiciary Committee”** means the standing committee defined in Section VII of these Bylaws.

16. **“Finance Committee”** means the standing committee defined in Section VII of these Bylaws.
17. **“Rules Committee”** means the standing committee defined in Section VII of these Bylaws.
18. **“Selection Committee”** means the committee that board member(s), coaches, trainers, medical providers, and other personnel, also known as “Scouts”, that select athletes for Team USA.
19. **“Independent Appeals Panel”** means the body appointed by the Board under Section VII to hear appeals from Judiciary Committee decisions.
20. **“General Assembly”** means the body of Member Organizations in Good Standing, convened at duly called meetings, that exercises specific participatory rights under these Bylaws, including electing members of the Executive Committee as provided in Section V and Schedule XXII.
21. **“Executive Director”**, also known as “Chief Executive Officer” in a for-profit company, means the staff member (if employed) responsible for the overall management, strategic direction, and operational execution of USAD.
22. **“Deputy Director”**, also known as “Chief Operating Officer” in a for-profit company, means the staff member (if employed) responsible for managing day-to-day operations, management of staff, and ensuring USAD runs smoothly.
23. **“Administration”** or **“Staff Member”** means any individual, whether paid or volunteer, who performs designated operational duties for USAD, excluding general volunteers at events, unless specifically assigned.
24. **“National Team Staff”** means coaches, trainers, medical providers, or other personnel designated by USAD to support Team USA athletes, and subject to Athlete Safety and Background Screening Policies.

## **Membership and Affiliation**

*See Section III - Membership for requirements.*

1. **“Affiliate Member”** means any group, club, or organization that supports the mission of USAD but does not yet meet all requirements for full membership as a Member Organization. Affiliate Members may operate under a charter agreement, Memorandum of Understanding (MOU), or Letter of Understanding (LOU) with USAD to promote the sport locally or regionally. Affiliates are recognized partners in the development of dodgeball and may include Early-Stage Affiliates and Transitional Affiliates participating in the Affiliate Pathway toward full Member Organization status or recognition as an independent national governing body by the World Dodgeball Federation (WDBF).
  - a. **“Transitional Affiliate”** means an organization located in a U.S. territory that operates under a Standard Memorandum of Understanding (MOU) (Exhibit VIII) while building the governance, membership base, and compliance capacity

required for recognition as an independent national governing body by the World Dodgeball Federation (WDBF).

- b. **“Early Stage Affiliate”** means a newly established league or community group operating under a Letter of Understanding (Exhibit IX) to pilot programming with limited formal obligations while progressing toward Transitional Affiliate status.
  - c. **“Affiliate Pathway”** means the structured progression from Early-Stage Affiliate to Transitional Affiliate to Member Organization, as administered by USAD’s Membership Committee.
- 2. **“Athlete”** means any individual who has competed in a USAD-sanctioned national-level event.
  - 3. **“Competitor”** means any Member of USAD selected to represent Team USA as a player.
  - 4. **“Designated Representative”** means the individual(s) designated by a Member Organization to exercise its rights and responsibilities under these Bylaws, including attendance and voting at meetings.
  - 5. **“Good Standing”** means a status signifying that a member has met all eligibility, dues, and conduct requirements and is not under suspension, expulsion, or other disciplinary sanction.
  - 6. **“Hopeful”** means any Member of USAD selected to try out to become a Competitor.
  - 7. **“Individual Member”** means any individual (athlete, coach, official, volunteer, or participant) who supports the mission of USAD and participates in its programs but does not vote in membership matters.
  - 8. **“Member”** means any general term referring to any person or entity granted membership in USAD, except where otherwise noted.
  - 9. **“Member Organization”** or **“Organizational Member”** means any regional or local dodgeball club, league, association, or other legal entity that supports USAD’s mission and has been formally recognized by USAD. Member Organizations are entitled to vote in membership matters.
  - 10. **“Member Team”** means any dodgeball team affiliated with a Member Organization.

## **Conduct, Eligibility, and Governance**

- 1. **“Exhibit”** means any supporting form, template, or contract that supplements a Schedule or section of these Bylaws and is incorporated herein by reference.
- 2. **“Confidentiality Agreement”** means the individual acknowledgment form executed under Schedule XI - Confidentiality and Non-Disclosure Policy and retained per Schedule XIX - Retention of Documents.
- 3. **“Anti-Doping Rules”** means the rules and standards of USADA and WADA, including the Prohibited List. USA Dodgeball adopts these rules for international competition and defers enforcement to WDBF, USADA, or WADA.

4. **“Code of Conduct”** means a policy adopted by the Board outlining standards of behavior for all members, staff, and volunteers (*Schedule VII*).
5. **“Conduct outside the Dodgeball Community”** means conduct by a Member outside the dodgeball community that, if publicized or associated with USAD or Team USA, could reasonably harm the reputation or integrity of the sport. The scope of prohibited and expected conduct is defined in the Code of Conduct Policy (*Schedule VII*).
6. **“Conduct within the Dodgeball Community”** means conduct by a Member that affects the reputation, relationships, or operations of the dodgeball community, whether at sanctioned or non-sanctioned events, in media, or in public forums. The scope of prohibited and expected conduct is defined in the Code of Conduct Policy (*Schedule VII*).
7. **“Conduct within the Organization”** means conduct by a Member in connection with USA Dodgeball business, membership, or participation in USAD-sanctioned events. The scope of prohibited and expected conduct is defined in Code of Conduct Policy (*Schedule VII*).
8. **“Disqualifying Conviction”** means any (i) any felony conviction, (ii) any conviction (whether a felony or misdemeanor) for sexual abuse, sexual assault or other sexual misconduct, or (iii) any offense involving fraud, dishonesty, theft, misrepresentation, violence, or Moral Turpitude, or (iv) any offense that would trigger disqualification under the U.S. Center for SafeSport’s background screening criteria.
9. **“Exhaustion of Administrative Remedies”** means members must use USAD’s internal Grievance and appeal procedures before pursuing civil litigation, except in cases where reporting to law enforcement or the U.S. Center for SafeSport is legally required or appropriate.
10. **“Initial Determination”** means the first disciplinary or eligibility decision issued by the Judiciary Committee or its designee under Section VII.
11. **“Judiciary Committee Procedures”** means the governance document approved by the Board establishing the process for reporting, reviewing, adjudicating, and appealing incidents under Section VII of these Bylaws.
12. **“Moral Turpitude”** means conduct contrary to community standards of honesty, justice, or good morals.
13. **“On-Court Conduct”** means the behavior of Members and Member Teams during the course of any USAD-sanctioned Event. Examples and enforcement standards are defined in the Code of Conduct Policy (*Schedule VII*).
14. **“Right to Participate”** means a member’s entitlement to take part in USAD activities unless lawfully suspended or expelled.
15. **“SafeSport”** means the standards and practices of the U.S. Center for SafeSport, incorporated by reference in these Bylaws where applicable.



16. **"USAD Regulations"** means policies, Regulations, procedures and codes of conduct that the Board may adopt and amend, consistent with the Articles of Incorporation or these Bylaws.

## **Meetings and Procedures**

1. **"Annual General Meeting"** (AGM) means the yearly meeting of the Member Organizations convened for purposes of reviewing governance, finance, policies, and strategic plans.
2. **"Grievance"** means a formal written complaint submitted under the Grievance Reporting & Recordkeeping Policy (*Schedule VIII*), including but not limited to disputes regarding membership, eligibility, misconduct, or event operations.
3. **"Hearing"** means any formal meeting of the Judiciary Committee for resolving Grievances or appeals.
4. **"Majority Vote"** means more than half of the votes cast by eligible voters present.
5. **"Notice"** means any formal communication delivered by mail or electronically providing the time, location, and purpose of a meeting.
6. **"Election"** means the formal process by which Member Organizations vote to select members of the Executive Committee and Athlete Representatives, pursuant to Schedule XXII.
7. **"Election and Campaign Procedures"** means the rules formalizing democratic election procedures and brings USAD into compliance with WDBF and IOC standards.
8. **"Candidate"** means an individual who has been nominated and deemed eligible to stand for election to the Executive Committee or other elective positions under Schedule XXII.
9. **"Independent Scrutineer"** means a neutral person or body, unaffiliated with any candidate, appointed to oversee the conduct of elections, including ballot distribution, collection, and counting, in accordance with Schedule XXII.
10. **"Proxy"** means written authorization by which one Member Organization, Designated Representative, or Director may allow another eligible person to vote on their behalf, subject to the limitations set forth in Sections IV, V, and Schedule XXII.
11. **"Proxy Log"** means the official record maintained by the Secretary documenting all proxies submitted for a Membership Meeting or Board Meeting, including the granting party, the Proxy holder, the meeting for which the Proxy applies, the date received, and verification of compliance with these Bylaws.
12. **"Quorum"** means the minimum number of eligible voters required to conduct official business, unless otherwise required by law or these Bylaws: (a) for membership meetings, representatives of at least twenty-five percent (25%) of Member Organizations in Good Standing; (b) for Board meetings, a majority of Directors then in office.

13. **“Supermajority Vote”** means a vote threshold equal to or greater than four-fifths ( $\frac{4}{5}$ ) of the Board, used for specified actions.
14. **“Member Organization Vote”** means the single vote allocated to each Member Organization in Good Standing, regardless of the number of individuals representing that organization at a meeting.

## Finance and Legal

1. **“Authorized Signatory”** means any Officer or agent designated by the Board to sign checks, contracts, or other binding documents.
2. **“Designated Contribution”** means any donation earmarked by a donor for a specific purpose aligned with USAD’s mission.
3. **“Encumbrance”** means any financial obligation or liability attached to funds or property.
4. **“Financial Controls”** means the standards and procedures set forth in Section X of these Bylaws, which supersede any conflicting provisions in prior policies or appendices. These controls include rules for dual signatures, segregation of duties, reimbursement procedures, approval thresholds, and reporting requirements.
5. **“Fiscal Year”** means USAD’s financial year, which currently runs from November 1 to October 31.
6. **“Independent Auditor”** means a qualified external individual or firm retained by the Board to examine USAD’s financial records, as required by law or Board policy.
7. **“Treasurer’s Report”** means the annual summary of revenues, expenses, and financial position prepared by the Finance Committee and presented at the Annual General Meeting.
8. **“Covered Persons”** means any person granted access to non-public USAD information, including but not limited to Directors, Officers, committee members, employees, contractors, volunteers, event officials, athletes of USAD.

## Events and Competition

1. **“Field-of-Play Decision”** means any ruling made by officials during live competition (e.g., scoring, infractions, timing), which is not subject to appeal, Grievance, or Board review.
2. **“Sanctioning”** means the process by which USAD authorizes a tournament, league, or event to operate under its name, brand, and rules, as defined in the Event Sanctioning Policy (*Schedule XXI*).
3. **“Spirit of the Game”** means the principle of integrity, sportsmanship, and respect for opponents, officials, and teammates in all USAD-sanctioned play.
4. **“USAD-Sanctioned Event”** means any tournament, league, combine, or competition sanctioned or operated by USAD under the Event Sanctioning Policy (*Schedule XXI*).

## Schedule III - Incorporated Policies

The following policies, as adopted and amended from time to time by the USA Dodgeball, Inc. ("USAD" or the "Organization"), are hereby incorporated into these Bylaws by reference and shall have the same force and effect as if fully set forth herein. Compliance with these policies is a condition of membership, participation, and service within USAD.

**Individual Acknowledgment Required.** Unless expressly stated otherwise in writing by USAD, compliance with all incorporated policies requires direct acknowledgment by each individual participant and their parent/guardians, where applicable. Organizational membership, affiliation, sponsorship, or reimbursement of fees by a third party does not substitute for individual consent, waiver execution, or policy acknowledgment.

### Policy & Schedule Index.

1. **Mission Statement** (*Schedule I*) – Outlines the core nonprofit purpose of USAD: governing, growing, and promoting dodgeball while keeping it safe, inclusive, and accessible.
2. **Vision & Values** – Establishes USAD's aspirations and guiding principles, including athlete safety, fairness, inclusion, community, growth, and transparency.
3. **Definitions** (*Schedule II*) – Provides consistent definitions of key terms used across these Bylaws and all incorporated policies.
4. **Anti-Doping Policy** (*Schedule IV*) – Aligns USAD with USADA/WADA/WDBF rules, deferring testing/enforcement where appropriate; minimally viable until further resources exist.
5. **Whistleblower Protection Policy** (*Schedule V*) – Protects those who report misconduct in good faith from retaliation.
6. **Conflict of Interest Policy** (*Schedule VI*) – Requires disclosure of financial or personal interests and prevents decision-making that benefits insiders.
7. **Code of Conduct Policy** (*Schedule VII*) – Establishes standards of behavior for all Members, volunteers, officials, and staff, covering on-court and off-court conduct.
8. **Grievance Reporting & Recordkeeping Policy** (*Schedule VIII*) – Provides clear grievance filing procedures, timelines, secure logging, and annual oversight.
9. **Judiciary Committee Procedures** (*Schedule IX*) – Defines intake, hearing, appeal, and ADR steps for grievances and disciplinary matters; excludes field-of-play decisions, doping matters, and monetary claims.
10. **Refund Policy** (*Schedule X*) - Governs eligibility, limitations, and procedures for refunds of membership fees, event fees, and other payments made to USA Dodgeball, including circumstances under which refunds are not available.
11. **Confidentiality & Non-Disclosure Agreement** (*Schedule XI*) – Governs the handling of confidential or proprietary information shared with staff, volunteers, or contractors.
12. **Waiver & Release of Liability** (Participation Agreement) (*Schedule XII*) – Acknowledges inherent risks of participation; grants media release rights; provides parental consent for minors.

13. **Diversity, Equity, and Inclusion (DEI) Policy** (*Schedule XIII*) – Commits to equity and safe participation across gender, race, socioeconomic status, and identity.
14. **Trans & Gender Inclusion and Eligibility Policy** (*Schedule XIV*) -
  - a. ++ *Event Host Guidelines on Trans & Gender Participation* (*Exhibit IV*)
15. **Health & Communicable Disease Policy** (*Schedule XV*) – Sets common-sense standards for illness prevention and event participation.
16. **Athlete Safety & Misconduct Prevention Policy** (*Schedule XVI*) – Prohibits abuse, harassment, hazing, and grooming; outlines reporting, investigation, and sanctioning.
17. **Minor Athlete Abuse Prevention Policy (MAAPP)** (*Schedule XVII*) – Provides safeguards for communications, travel, and one-on-one interactions with minors.
18. **Background Screening Policy** (*Schedule XVIII*) – Requires screenings for adults in positions of trust; phased and scalable based on organizational capacity.
19. **Retention of Documents Policy** (*Schedule XIX*) – Establishes recordkeeping timelines, legal hold obligations, and destruction protocols.
20. **National Team Selection & Eligibility Policy** (*Schedule XX*) – Provides high-level criteria and process for selecting Team USA athletes and staff.
21. **Event Sanctioning Policy** (*Schedule XXI*) – Requires hosts to meet insurance, safety, and branding standards for USAD-sanctioned events. Includes eligibility provisions for Territorial and Transitional Affiliate Members under Section III of these Bylaws.
22. **Election and Campaign Procedures** (*Schedule XXII*) - Formalizes democratic election procedures and brings USAD into compliance with WDBF and IOC standards.
23. **National Team Code of Conduct Addendum** (*Addendum I*) – Sets additional expectations for Team USA athletes, coaches, and staff beyond the general Code of Conduct.
24. **National Team Behavioral Contracts** (*Exhibits I, II*) – A plain-language acknowledgment tool for athletes, and staff to confirm they understand the additional conduct and safety expectations.
25. **Proxy Authorization Form** (*Exhibit III*) - Proxy Authorization Form approved by the Board for use at membership and Board meetings.
26. **Event Host Guidelines on Transgender Participation** (*Exhibit IV*) - Provides practical guidance for leagues, tournament Directors, and event hosts on how to implement the Trans & Gender Inclusion & Eligibility Policy (*Schedule XIV*) in day-to-day operations.
27. **Membership Expectations** (*Exhibit V*) (*amended December 14, 2025*) - Outlines the expectations of individual members, member organizations, and affiliate organizations in fulfilling USAD's mission.
28. **Confidentiality and Non-Disclosure Agreement Template** (*Exhibit VI*) - The agreement template attached as Exhibit VI, required for all individuals with access to sensitive organizational information.
29. **Annual Conflict of Interest Disclosure Form** (*Exhibit VII*) - The form attached as Exhibit VII, completed annually by Directors, Officers, Committee members, and covered staff in accordance with Schedule VI - Conflict of Interest Policy.

30. **Standard Memorandum of Understanding (MOU) Template for Transitional Affiliates** (*Exhibit VIII*) - Establishes the framework for cooperation between USAD and Transitional Affiliates. This ensures USA Dodgeball has a pre-approved, standardized MOU structure for territories like U.S. territories, allowing an easy, transparent, and SafeSport-compliant transition from affiliate to independent NGB while preserving long-term partnership and brand alignment.
31. **Letter of Understanding Template for Early-Stage Affiliates** (*Exhibit IX*) - Provides a simple, low-commitment bridge between emerging local groups and full Transitional Affiliate status. It allows USAD to safely mentor and track growth without overextending legal or financial obligations, while signaling organizational readiness for structured alignment with WDBF standards.
32. **Waiver and Release of Liability Form** (*Exhibit X*) (*amended December 14, 2025*) - The standard participant waiver form that must be executed by all players, coaches, and event staff prior to participation in any USAD-sanctioned event.

These appendices may be amended, repealed, or replaced by Majority Vote of the Executive Board, provided such action does not conflict with the Bylaws or applicable law. The Board Secretary shall maintain the official and most current version of this document, and updated versions shall be published on USAD's official website.

## Schedule IV - Anti-Doping Policy

USA Dodgeball, Inc. ("USAD" or the "Organization") is committed to fair play and the health and safety of its athletes. This Policy establishes a baseline standard on prohibited substances and methods, and applies to all athletes, coaches, staff, and participants representing Team USA at international events, and all athletes competing in USAD-operated national events.

**Anti-Doping Compliance.** USAD adopts the anti-doping standards of WADA, USADA, and WDBF for all international competition. Enforcement is delegated to WADA, USADA, or WDBF where applicable. USAD may take disciplinary action for doping violations that occur in domestic events, consistent with this Schedule.

Ignorance of the Prohibited List is not a defense against a violation. Athletes are personally responsible for ensuring that no prohibited substances enter their body, whether by use, prescription, or supplementation.

Athletes selected to Team USA must comply fully with anti-doping testing protocols and rules administered by WDBF, WADA, or USADA. USAD does not currently operate its own domestic testing program but may adopt one in the future as resources allow.

**Violations.** A positive test result from a recognized anti-doping authority (e.g., WADA, USADA, WDBF) shall be considered a violation under this Policy. Sanctions may include: a formal reprimand, period of ineligibility for Team USA, suspension or expulsion from USAD, forfeiture of awards and results.

Violations include, but are not limited to:

1. Presence of a prohibited substance, its metabolites, or markers in a sample.
2. Use or attempted use of any Prohibited Substance or Method.
3. Refusing, evading, or failing to submit to sample collection without compelling justification.
4. Interfering with any part of the doping control process.
5. Possession of Prohibited Substances or Methods without therapeutic justification.
6. Trafficking in or attempted administration of Prohibited Substances or Methods.
7. Assisting or covering up a violation by another person.

### Investigations & Provisional Suspension.

1. **Grounds for Investigation.** USAD or its designee may investigate any suspected violation.
2. **Cooperation.** Athletes and support personnel are required to cooperate fully.
3. **Interim Measures.** A Member may be provisionally suspended prior to final resolution.
4. **Confidentiality.** All anti-doping proceedings will be kept confidential until a decision is rendered.

A positive test, refusal to test, or tampering results in immediate referral to USADA and potential removal from Team USA.

**Appeals.** Any Member sanctioned under this policy has the right to appeal within thirty (30) days. If denied, a secondary appeal may not be submitted for 6 months.

**Phase-In Commitment.** As USAD grows, the Executive Board may amend this policy by Majority Vote, to include domestic testing programs or additional education requirements.

## **Schedule V - Whistleblower Protection Policy**

USA Dodgeball, Inc. ("USAD" or the "Organization") requires its Executive Board, Committees, and Members to observe the highest standards of integrity, ethics, and compliance with applicable laws and Regulations. This policy is intended to:

- Encourage the reporting of suspected misconduct, unethical practices, or violations of law.
- Protect individuals who make good-faith reports from retaliation.
- Provide a clear process for investigation and resolution consistent with the authority of the Judiciary Committee under the Bylaws.

**Reporting Responsibility.** USAD maintains an "Open Door Policy" and encourages concerns to be raised at the earliest possible stage.

- Members should ordinarily report concerns to the President of the Board or Committee Chair.
- If uncomfortable, concerns may be reported to any Board member, the Judiciary Committee, or through a designated confidential reporting channel.
- If the matter involves both the Board President and Treasurer, USAD's outside legal counsel or an independent investigator shall act as Compliance Officer.

### **No Retaliation.**

- No Board member, Committee member, or Member who in good faith reports a concern shall be subject to harassment, retaliation, or adverse membership consequences.
- Retaliation is itself a violation of this policy and will result in disciplinary action, up to and including suspension or termination of membership.
- This policy is designed to encourage internal resolution and accountability prior to external escalation.

### **Compliance Officer / Oversight.**

- The Treasurer, in coordination with the Board President, will serve as the Compliance Officer.
- The Compliance Officer is responsible for intake, oversight, and reporting of all whistleblower complaints.
- If the complaint involves the Treasurer, the President will assume this role. If the complaint involves both, oversight will be referred to outside legal counsel or an independent third party.
- The Judiciary Committee retains final adjudication authority for member discipline under the Bylaws.

### **Accounting and Auditing Matters.**



- All complaints concerning accounting practices, internal controls, or auditing shall be addressed by the Treasurer.
- The President shall be immediately notified of such complaints and work with the Treasurer until resolution is achieved.
- If either is implicated, the matter will be escalated to the Judiciary Committee.

**Requirement of Good Faith.**

- Complaints must be made in good faith and with reasonable grounds for concern.
- Allegations proven to be knowingly false or malicious will be considered a serious disciplinary offense and subject to sanctions by the Judiciary Committee.

**Confidentiality.**

- Reports may be submitted confidentially or anonymously.
- Confidentiality will be maintained to the greatest extent possible, consistent with the need to investigate and resolve the matter.
- Records of all complaints will be maintained securely by the Compliance Officer and Judiciary Committee.

**Handling of Reported Violations.**

- The Compliance Officer (or designee) shall acknowledge receipt of the complaint within five business days.
- Complaints will be investigated promptly, fairly, and in a manner that protects the rights of all parties.
- Following investigation, corrective action will be taken if warranted, and the complainant will be notified of the outcome to the extent appropriate.

## Schedule VI - Conflict of Interest Policy

This Conflict of Interest Policy is designed to protect the integrity of USA Dodgeball, Inc. ("USAD" or the "Organization"), to foster public confidence in its governance, and to ensure decisions are made in the best interests of USAD rather than for personal or private gain.

### Definitions.

1. **Insiders** - For purposes of this Policy, "Insiders" include:
  - a. Members of the Executive Board of Directors ("Board")
  - b. Officers of USAD
  - c. Standing Committee members
  - d. Top management official, top financial official, and key employees
2. **Interest** - Any financial, business, personal, or family relationship (direct or indirect) that could impair or reasonably be perceived to impair independent judgment.
3. **Conflict of Interest** - A situation where, in the judgment of the Board, an Insider's interest reduces the likelihood that decisions can be made impartially and in the best interests of USAD.
4. **Transaction** - Any arrangement, agreement, or relationship between USAD and (a) an Insider, (b) an entity in which an Insider has an interest, or (c) a third party where an Insider could benefit.

### Disclosure Obligations.

1. Insiders must disclose any actual or potential conflicts promptly upon learning of a Transaction.
2. Annual disclosure forms must be completed by all Insiders (*Annual Conflict of Interest Disclosure - Exhibit VII*).
3. Material changes must be disclosed in writing as they occur.

### Review & Determination.

1. The Board (with Judiciary Committee oversight) shall determine whether a Conflict exists.
2. The Insider may provide information but shall not be present for deliberations or votes.
3. The Board may request comparability data, market studies, or independent appraisals to assess fairness.

**Procedures for Addressing Conflicts.** After due diligence, the disinterested members of the Board may approve the Transaction if:

1. It is fair and reasonable to USAD,
2. It is in the best interests of USAD, and
3. No better alternative exists.

Approval requires a majority of disinterested Directors present.

**Recordkeeping.** Minutes of Board or Committee proceedings shall include:

1. Name of the Insider(s) and nature of the interest
2. Whether a conflict was found
3. Alternatives considered
4. Comparability data relied upon
5. Deliberations and voting record (with interested persons excluded)
6. Final decision and rationale

**Annual Disclosure & Compliance Statements.** Each Insider must annually sign a Conflict of Interest Disclosure Statement affirming:

1. Receipt and understanding of this Policy,
2. Agreement to comply with it,
3. Disclosure of financial interests and family relationships that could create conflicts.

Statements shall be reviewed by the Secretary and reported to the Board.

**Violations.** If the Board has reasonable cause to believe an Insider failed to disclose, the Insider shall be informed and given an opportunity to explain.

If nondisclosure is confirmed, the Board may impose corrective action, up to suspension or removal.

**Annual Review.** The Board shall oversee an annual review of this Policy, considering:

1. Compliance levels
2. Continued suitability of the Policy
3. Needed modifications or improvements

## **Schedule VII - Code of Conduct Policy**

USA Dodgeball, Inc. ("USAD" or the "Organization") is committed to ensuring that all members, athletes, coaches, officials, staff, and volunteers participate in an environment that reflects respect, integrity, and fairness. This Code of Conduct sets the baseline expectations for behavior across all USAD programs, events, and activities.

This Policy applies to all USAD members (individual and organizational), athletes, coaches, referees, staff, and volunteers at USAD-sanctioned events, board members, committee members, and officers of USAD.

### **Core Standards of Conduct**

#### **1. Respect for Others.**

- a. Treat teammates, opponents, referees, coaches, administrators, and staff with dignity and respect.
- b. No harassment, discrimination, or abuse based on race, gender, sexual orientation, gender identity, religion, disability, national origin, or any other protected status.

#### **2. Safe and Fair Play.**

- a. Compete honestly and uphold the rules of dodgeball and event Regulations.
- b. No cheating, dangerous play, spitting, taunting, or abusive heckling.
- c. Adhere to USAD's Anti-Doping Policy.

#### **3. Conduct within the Organization.**

- a. Be truthful and respectful in dealings with USAD administration, staff, and committees.
- b. Prohibited conduct includes:
  - i. Submitting fraudulent rosters or membership information.
  - ii. Hacking or tampering with USAD systems or websites.
  - iii. Theft or misuse of USAD property or confidential information.
  - iv. Obstructing officials or administrators from carrying out their duties.

#### **4. Public Conduct & Reputation.**

- a. Refrain from public statements or behavior that damages USAD's reputation or goodwill.
- b. Do not misuse USAD or Team USA logos without authorization.
- c. Do not speak on behalf of USAD or Team USA unless authorized by the Board.
- d. Social media use should reflect professionalism and respect for the dodgeball community.

**5. Misuse of Position or Membership.**

- a. Do not exploit membership or leadership positions for personal, financial, political, or promotional gain.
- b. Use of membership to endorse political issues, products, or causes without authorization is prohibited.

**6. Compliance with Law & Policy.**

- a. Members must comply with applicable laws and with all other USAD Regulations, including all policies incorporated into these Bylaws.

**Enforcement and Sanctions.**

- 1. Alleged violations of this Code will be reviewed by the Judiciary Committee.
- 2. Sanctions may include warnings, probation, suspension, expulsion, or permanent ineligibility from USAD membership and events. The Judiciary Committee may publish redacted summaries of sanctions to provide community guidance.
- 3. For on-site issues, Event Directors or designated officials may impose immediate sanctions (e.g., ejection from an event), subject to later review by the Judiciary Committee.

By participating in USA Dodgeball activities, all members and participants agree to uphold this Code of Conduct.

## Schedule VIII - Grievance Reporting and Recordkeeping Policy

The purpose of this policy is to define how grievances are reported, triaged, and documented. It ensures all complaints, eligibility disputes, or misconduct concerns are addressed fairly, consistently, and securely.

**Filing a Grievance.** Any Member in Good Standing may submit a written Grievance to the Judiciary Committee within fourteen (14) days of the alleged incident giving rise to the Grievance. In matters involving abuse, harassment, or other misconduct subject to SafeSport reporting obligations, the Judiciary Committee may extend this deadline at its discretion.. Grievances must state the facts, evidence (if available), and requested resolution. Anonymous submissions may be accepted; however, anonymity may limit USAD's ability to fully investigate.

**Types of Grievances.** Grievances may include, but are not limited to:

1. Allegations of misconduct, abuse, harassment, or violations of the Athlete Safety and Misconduct Prevention Policy.
2. Eligibility disputes regarding membership, team rosters, or athlete qualification.
3. Disputes between Members, teams, or affiliated organizations arising from participation in sanctioned events.
4. Violations of USAD Regulations, including all policies incorporated into these Bylaws, Bylaws, or Codes of Conduct.

**Note:** *Disputes limited solely to Field-of-Play decisions (e.g., referee calls during competition) shall not be considered Grievances under this policy.*

**Intake, Triage, and Assignment.** The Judiciary Committee shall conduct a fair and impartial review of the Grievance within fourteen (14) days of receipt to confirm jurisdiction and sufficiency.

If the matter falls within scope, it may be:

1. Resolved informally where appropriate, or
2. Referred to a Judiciary Committee hearing under the Judiciary Committee Procedures (*Schedule IX*).

If out of scope, the complainant will be notified in writing.

**Informal Resolution & Mediation.** Parties are encouraged to resolve disputes informally whenever possible. If informal efforts fail, the President or a designated ombudsperson may facilitate mediation before a grievance proceeds to formal review.

**Time Limits.** All grievances must be filed within fourteen (14) days of the alleged incident or of the time the complainant reasonably should have become aware of it. Claims filed beyond this period shall be dismissed as untimely.

**Recordkeeping.** The Secretary of the Committee shall maintain records of all hearings, evidence, and decisions. Documentation will include:

1. The original Grievance submission.
2. All correspondence and evidence reviewed.
3. Notes of deliberations and determinations.
4. Final resolution and sanctions, if any.

All Grievance records will be retained in accordance with the Retention of Documents Policy (*Schedule XIX*), accessible only to the Judiciary Committee and designated Board officers.

Records relating to Grievances will be kept separate from Field-of-Play disciplinary records to maintain clarity of scope.

**Annual reporting & review of grievance logs.** Annual summary reports will be provided by the Judiciary Committee to the Board, excluding personally identifiable information except as required.

## Schedule IX - Judiciary Committee Procedures

**Purpose.** The Judiciary Committee (*Definitions (Schedule II)*) is established under Section VII of the Bylaws to hear and resolve grievances, eligibility disputes, and disciplinary matters referred to it in accordance with the Grievance Reporting & Recordkeeping Policy (*Schedule VIII*). These Procedures govern how the Committee conducts hearings, deliberates, and issues decisions.

The Board shall review these procedures at least once every three (3) years, or sooner if required by law or organizational need.

**Composition.** The Judiciary Committee shall consist of at least three (3) individuals appointed by the Board, including at least one (1) Director and one (1) Staff Member (*Definitions (Schedule II)*). The committee Chair must be a Director. Committee members serve until they resign or are replaced by the Board. Members with a conflict of interest must recuse themselves; replacements may be appointed as needed.

**Quorum.** A quorum for hearings shall be three (3) members. Where five (5) or more are appointed, a panel of three (3) may be designated by the Chair of the Committee to hear a case.

**Referral & Jurisdiction.** The Committee may only hear matters properly referred under the Bylaws or the Grievance Reporting & Recordkeeping Policy (*Schedule VIII*).

The Committee shall have jurisdiction over:

1. Member Grievances, excluding Field-of-Play Decisions (*Definitions (Schedule II)*);
2. Eligibility disputes;
3. Alleged violations of USAD's Code of Conduct (*Definitions (Schedule II)*), Athlete Safety and Misconduct Prevention Policy (*Schedule XVI*), and related policies;
4. Membership suspensions or revocations.

The Committee shall not have jurisdiction over:

1. Field-of-Play rulings by referees;
2. Doping control matters, which are handled under the Anti-Doping Policy and/or external authorities (e.g., WADA, USADA, WDBF);
3. Monetary claims between Members or between Members and USAD.

**Internal Arbitration.** The Judiciary Committee functions as the USAD's internal arbitration body under Section XII. It follows fair-hearing principles, conducts proceedings confidentially, and issues binding written decisions. Appeals are available only to the Independent Appeals Panel, and, after exhaustion of all internal remedies, to external arbitration as defined in Section XII.

**Notice & Pre-Hearing.** Upon accepting jurisdiction, the Committee shall notify the parties in writing within fourteen (14) days.



The Notice shall include:

1. The allegations or issues under review.
2. The rights of the parties to present evidence, witnesses, and statements.
3. The scheduled date, time, and format of the hearing.

**Hearing Procedures.** Hearings shall be conducted in an orderly but flexible manner, with the Chair empowered to manage time and presentation. Hearings may be conducted in person, by video conference, or by teleconference.

Each party shall have the opportunity to:

1. Make an opening statement.
2. Present evidence and witnesses.
3. Cross-question witnesses through the Chair.
4. Make a closing statement.

The Judiciary Committee may request additional evidence or testimony at its discretion.

**Deliberation & Decision.** Following the hearing, the Committee shall deliberate in closed session. A decision requires a majority vote of the panel members present. The Judiciary Committee shall issue a written Initial Determination within fourteen (14) days of the hearing, unless extended for good cause.

The decision shall include:

1. Findings of fact.
2. Conclusions regarding any Bylaw, policy, or rule violations.
3. Sanctions, if any.
4. Notice of appeal rights.

**Sanctions.** Sanctions may include, but are not limited to:

1. Warning or reprimand.
2. Probation.
3. Suspension of membership or participation.
4. Expulsion from membership.
5. Ineligibility for selection to Team USA.

Sanctions must be proportional to the violation and consistent with USAD's Bylaws and Regulations, including all policies incorporated into these Bylaws.

**Appeals.** A party aggrieved by an Initial Determination may appeal to an Independent Appeals Panel (*Definitions (Schedule II)*) appointed by the Board. Appeals must be filed within fourteen (14) days of the Initial Determination. The Independent Appeals Panel shall provide a written decision within fourteen (14) days.

The Appeals Panel shall be composed of individuals who are independent of the dispute and shall act in good faith. If convening a formal panel is not financially or operationally feasible, the Board may designate in advance an affordable, community-based provider (such as a local nonprofit mediation service or streamlined arbitration program) to ensure accessibility and fairness.

The Appeals Panel may affirm, modify, or overturn the Committee's decision.

**Finality.** The decision of the Independent Appeals Panel, mediator, or arbitrator shall be final and binding within USAD's administrative process. Parties must exhaust USAD's Administrative Remedies before pursuing any external action.

**External Arbitration.** If a dispute remains unresolved after Exhaustion of Administrative Remedies, parties may appeal to an affordable external alternative dispute resolution provider designated by the Board (e.g., mediation or low-cost arbitration). Such appeals shall be limited to eligibility and participation matters of significant consequence and shall not extend to monetary claims. Costs shall be shared equally unless otherwise determined by the external provider.

**Compliance and Review.** Failure to follow this policy may result in procedural deficiencies and potential appeal or remand.

**Confidentiality & Publication.** Proceedings and deliberations of the Committee are confidential. Decisions may be published in summary form at the discretion of the Board, with personal identifiers redacted unless disclosure is required for enforcement.

**Recordkeeping.** The Secretary of the Committee shall maintain records of all hearings, evidence, and decisions. All Grievance records will be retained in accordance with the Retention of Documents Policy (*Schedule XIX*), accessible only to the Judiciary Committee and designated Board officers. This log shall be reviewed by the Board to identify trends, ensure accountability, and recommend policy improvements.

The Judiciary Committee shall review this policy annually to ensure alignment with SafeSport (*Definitions (Schedule II)*) requirements, the Ted Stevens Act, and best practices for National Governing Bodies.

## **Schedule X - Refund Policy**

This policy defines the conditions under which refunds may be requested for USA Dodgeball, Inc. ("USAD" or the "Organization") events and memberships. It ensures clarity, fairness, and consistency in refund practices.

### **Event Registration Refunds.**

1. Participants may request a refund, less a processing fee, up to seven (7) days prior to the event.
2. Refunds will be issued to the original credit card used for purchase and may take up to 10 business days to process.
3. Refund requests must be made via official communication:
  - a. Email to [membership@usadodgeball.com](mailto:membership@usadodgeball.com)
  - b. Social media messages (e.g., Facebook, Instagram, DMs) will not be accepted as official refund requests.
4. Within 7 days of the event, no refunds or credits will be issued for any reason, unless the event is cancelled or postponed by USAD.

**Membership Refunds.** No refunds will be granted for annual memberships once a member has participated in their first event of the calendar year, or 30 days after purchase, whichever comes first.

**Agreement.** By signing the USA Dodgeball waiver and release of liability and/or by registering for membership, participants acknowledge and agree to abide by this Refund Policy.

## **Schedule XI - Confidentiality and Non-Disclosure Policy**

**Purpose.** To protect sensitive, proprietary, and personal information obtained through participation in or service to USA Dodgeball, Inc. ("USAD" or the "Organization"). This policy ensures that information entrusted to USAD is used only for legitimate organizational purposes and not disclosed without authorization.

**Scope.** Applies to all Directors, Officers, committee members, employees, contractors, volunteers, event officials, athletes, and any other person granted access to non-public USAD information ("Covered Persons").

**Definition of Confidential Information.** Includes, but is not limited to:

- Member, athlete, and participant personal data;
- Financial, legal, and contractual documents;
- Internal deliberations, strategy, or disciplinary matters;
- Medical, safety, or investigative records; and
- Any information marked or reasonably understood to be confidential.

**Obligations of Covered Persons.**

1. Use confidential information only for legitimate USAD business.
2. Do not disclose such information to any third party without express written authorization.
3. Secure all records - physical or electronic - to prevent unauthorized access.
4. Return or destroy confidential materials upon leaving a USAD role or upon request.

**Exceptions.** Disclosure is permitted when:

- Required by law or valid subpoena (after notifying USAD's Secretary or legal counsel, if possible);
- Necessary for reporting misconduct or safety concerns to law enforcement, the U.S. Center for SafeSport, or child-protection authorities; or
- Authorized in writing by the Board or Executive Director.

**Enforcement and Sanctions.** Breaches of this policy may result in disciplinary action up to and including termination of role, suspension, or loss of membership, and may expose the violator to civil liability.

**Acknowledgment.** Each Covered Person shall sign a Confidentiality Agreement substantially in the form attached as Exhibit VI – Confidentiality and Non-Disclosure Agreement Template, acknowledging their understanding and acceptance of this policy.

**Recordkeeping.** Signed agreements are retained by the Secretary or Executive Director in accordance with Schedule XIX – Retention of Documents.

## **Schedule XII - Waiver and Release of Liability Policy**

**Purpose.** This Policy defines the requirement and procedure for collecting and maintaining signed Waiver and Release of Liability agreements from all participants in USA Dodgeball (“USAD”) sanctioned events. It ensures participants understand the inherent risks of the sport and that USAD fulfills its duty of care and insurance obligations.

**Applicability.** This Policy applies to all:

- Athletes, coaches, officials, volunteers, contractors, and event staff participating in any USA Dodgeball-sanctioned activity, league, tournament, combine, or event, whether organized directly by USAD or by a Member Organization operating under an active sanction (see Schedule XXI – Event Sanctioning Policy).
- Parents or guardians of minor participants under eighteen (18) years of age.

### **Policy Statement.**

1. **Acknowledgment of Risk.** Participation in dodgeball, like all athletic activity, carries inherent risk of injury or harm. As a condition of participation, each individual must acknowledge those risks and release USAD and its affiliates from liability by completing the official Waiver and Release of Liability Form (Exhibit X).
2. **Mandatory Execution.**
  - a. Every participant must execute a waiver once per membership season and again for any stand-alone event occurring outside that season.
  - b. A waiver signed electronically through the official registration portal shall carry the same force as a physical signature.
  - c. For minors, the waiver must include both the participant acknowledgment and a parent / guardian consent.
3. **Organizer Responsibility.**
  - a. Event Directors and Member Organizations hosting sanctioned events are responsible for collecting and verifying waivers prior to participation.
  - b. No athlete or participant may take part in any USAD-sanctioned activity without a valid waiver on file.
  - c. The Executive Director and Treasurer may withhold event approval, sanctioning, or insurance coverage for failure to comply.
4. **Relationship to Insurance and Risk Management.** The waiver supplements, but does not replace, USAD’s general liability and participant-accident insurance coverage. Compliance with this Policy is a condition of coverage under USAD’s insurance program and risk-management framework.

### **Recordkeeping and Retention.**

1. All executed waivers must be retained for at least seven (7) years after the close of the membership season in which they were signed.

2. Electronic storage is preferred; physical copies must be secured against unauthorized access.
3. Waivers shall be stored and managed in accordance with Schedule XI – Confidentiality and Non-Disclosure Policy and Schedule XIX – Retention of Documents Policy.
4. Event organizers must transmit copies or verification logs to the USAD Secretary or Executive Director within thirty (30) days of event completion.

#### **Enforcement and Compliance.**

- Failure to obtain or maintain required waivers constitutes a breach of the Event Sanctioning Agreement and may result in suspension of event-sanctioning privileges, loss of insurance eligibility, or disciplinary review under Schedule IX - Judiciary Committee Procedures.
- Individuals who falsify or alter waiver documents may be subject to suspension or termination of membership under Section III – Membership of the Bylaws.

#### **Cross-References**

- Schedule VI – Conflict of Interest Policy (for event organizer responsibility)
- Schedule IX – Judiciary Committee Procedures
- Schedule XI – Confidentiality and NDA Policy (for data protection of stored forms)
- Schedule XIX – Retention of Documents Policy
- Schedule XXI – Event Sanctioning Policy
- Exhibit X – Waiver and Release of Liability Form

## **Schedule XIII - Diversity, Equity, Inclusion, and Safety (DEI) Policy**

USA Dodgeball is committed to fostering an inclusive environment in which all athletes, officials, and members feel welcome, respected, and able to participate fully in the sport.

This policy establishes our organization's responsibility to create and maintain an environment that reflects the diversity of the communities we serve, ensures equity in access and opportunity, and fosters inclusion and safety for all participants.

This policy applies to all members, athletes, coaches, officials, volunteers, staff, and board members participating in USAD-sanctioned programs, events, and activities.

### **Core Commitments.**

1. **Diversity:** Encourage participation across race, age, gender, gender identity, religion, sexual orientation, color, national origin, disability, sex, or any other status protected by applicable federal, state, or local law.
2. **Equity:** Ensure fair treatment, opportunity, and access to resources for all members of the dodgeball community.
3. **Inclusion:** Foster a culture and community that is welcoming to all individuals and ensuring that every participant feels respected and valued in every aspect of the sport.
4. **Safety:** Provide an environment in which everyone feels comfortable expressing themselves and participating fully, free from harassment, intimidation, discrimination, ridicule, or denial of experience - whether in person, online, or in any USAD-affiliated activity.

**Implementation.** Event Directors and league operators are encouraged to align their local policies with this statement of principles. No individual may be denied participation in USAD programs on the basis of identity or protected characteristics. USAD will review this policy annually and update it as resources grow.

## Schedule XIV - Trans & Gender Inclusion and Eligibility Policy

USA Dodgeball ("USAD") is committed to making dodgeball safe, welcoming, and accessible for all. This policy ensures transgender and gender diverse athletes can participate fully in dodgeball programs while balancing inclusion, fairness, and legal requirements.

USAD affirms the principles of the U.S. Olympic & Paralympic Committee (USOPC), the International Olympic Committee (IOC) Framework on Fairness, Inclusion, and Non-Discrimination (2021), and draws on peer policies from national sport governing bodies including USA Pickleball and USTA.

### Guiding Principles.

1. **Inclusion First.** Every Member has the right to participate consistent with their gender identity.
2. **Fairness.** Eligibility criteria will only be imposed when legally required or supported by objective, sport-specific evidence.
3. **Non-Discrimination.** No Member will be denied participation on the basis of gender identity or expression.
4. **Privacy.** Member information will remain confidential and used solely for eligibility determinations.
5. **Proportionality.** Any restrictions will be the least intrusive necessary to balance fairness, inclusion, and safety.

### Applicability.

1. **Community & Recreational Events.** Members may participate in all local, league, or recreational events consistent with their self-identified gender, without restriction. This includes athletes under age 12, who will not be required to provide documentation.
2. **USAD-Sanctioned Competitive Events.** For events with gender-designated divisions (e.g., Men's, Women's, Mixed), Members may compete in the division consistent with their gender identity, provided they:
  - a. Declare their gender identity confidentially to USAD before the start of the season/event. Event organizers will receive only confirmation of eligibility, not underlying personal information.
  - b. Agree that this declaration will remain in effect for a minimum of one competitive season (defined as the USAD fiscal year, November 1 – October 31) to prevent competitive manipulation.
3. **National Team Selection & International Events.** Where international federations (e.g., WDBF, IOC) impose gender-based eligibility rules, USAD will align with those requirements to ensure athletes remain eligible for international play.

**Eligibility.** Any questions regarding eligibility will be referred to the Judiciary Committee, which may consult medical or legal advisors as needed. Members will have the right to:

1. Notice of the issue,
2. An opportunity to present information,



3. A confidential process, and
4. A right of appeal to the Independent Appeals Panel.

**Confidentiality.** All information submitted under this Policy is confidential, maintained in compliance with applicable privacy laws, and disclosed only as necessary to enforce the policy.

**Anti-Discrimination.** Harassment, exclusion, discrimination, or retaliation based on gender identity or expression is strictly prohibited and subject to discipline under the Athlete Safety and Misconduct Prevention Policy (*Schedule XVI*) and the Code of Conduct (*Schedule VII*).

**Amendments.** This policy will be reviewed annually to ensure consistency with evolving science, legal standards, and best practices in sport governance.

## **Schedule XV - Health & Communicable Disease Policy**

USA Dodgeball, Inc. ("USAD" or the "Organization") is committed to protecting the health and safety of all participants, volunteers, and staff at USAD-sanctioned Events. This Policy establishes minimum expectations for participation and provides USAD with the authority to adopt additional health measures (including vaccination, testing, masking, or medical clearance requirements) as required by law, host venues, or public health authorities.

**Applicability.** This Policy applies to:

- All Members, officers, Directors, officials, volunteers, staff, and spectators at USAD-sanctioned Events.
- All affiliated or partner organizations operating under USA Dodgeball sanction.

**General Health Expectations.** Members shall not participate in USAD-sanctioned Events if they:

- Are knowingly ill with a communicable disease that poses a risk to others.
- Are subject to a medical or public health order restricting participation (e.g., quarantine, isolation, or exclusion).
- Have symptoms reasonably associated with a communicable illness (e.g., fever, vomiting, rash, severe cough) until cleared.

Members are expected to follow medical guidance and take reasonable steps to prevent the spread of illness, including hand hygiene, safe equipment use, and adherence to posted event rules.

**Event-Specific Requirements.** USAD reserves the right to impose temporary or event-specific requirements (including vaccination, negative test results, masking, or medical clearance) if required by:

- Federal, state, or local law;
- Host country or venue policy;
- Public health authority recommendations; or
- Insurance coverage requirements.

Any such requirements shall be communicated in advance to affected participants.

**Medical Clearances.** USAD may require a physician's note or equivalent medical clearance in cases where:

- A participant has recently recovered from a communicable disease;
- A concussion, head injury, or other serious health incident has occurred; or
- Participation poses potential harm to the individual or others.

**Compliance and Enforcement.** Failure to comply with this Policy or with temporary health directives imposed by USAD may result in:

- Immediate removal from an Event;
- Suspension of membership privileges; or
- Further sanctions under USAD's Code of Conduct or Judiciary Committee review.

**Confidentiality.** Health-related information submitted to USAD shall be handled confidentially, in compliance with applicable privacy laws, and used only for purposes of enforcing this Policy.

**SafeSport Alignment.** Consistent with U.S. Center for SafeSport guidance, USAD recognizes the duty to protect athletes from avoidable harm. Reasonable health measures shall be considered part of that responsibility.

## **Schedule XVI - Athlete Safety & Misconduct Prevention Policy**

USA Dodgeball, Inc. ("USAD" or the "Organization") seeks to provide a safe and respectful environment for all athletes, staff, officials, and member organizations.

This Athlete Safety & Misconduct Prevention Policy:

1. sets out core protections against abuse, misconduct, harassment, and unsafe behavior across all USAD activities, events, and programs;
2. applies to USAD Board members, coaches, and adults designated by the Board or Judiciary Committee as having regular contact with or authority over minor athletes;
3. applies in person, online, and in any context where a participant is engaged in USAD-related activity.

**Background Screening & Abuse Prevention Training.** All USAD Board members, staff, National Team coaches, and any adult who has regular contact with or authority over minor athletes must complete a criminal background screening and athlete safety training program approved by the Board. Other adult participants are encouraged, but not required, to complete training.

USAD may expand these requirements in future years as organizational resources permit.

**Prohibited Conduct.** The following conduct is strictly prohibited:

- Sexual abuse or sexual harassment of any kind.
- Physical abuse, including hazing or violence.
- Emotional abuse (bullying, humiliation, threats, coercion or repeated verbal harassment).
- Grooming behaviors or inappropriate relationships between adults and minor athletes.
- Discrimination based on race, gender, sexual orientation, disability, religion, national origin, or other protected category.
- Retaliation against individuals who report misconduct in good faith or participates in an investigation.
- Other unsafe or inappropriate behavior, including substance abuse during official duties, unsafe travel or lodging arrangements, and violations of other USAD Regulations, including all policies incorporated into these Bylaws (e.g., Code of Conduct, Anti-Doping)

**Duty to Report.** Any adult participant who becomes aware of suspected abuse, misconduct, or harassment has a duty to report it within 24 hours. All reports will be taken seriously. Retaliation against reporters, witnesses, or investigators is strictly prohibited and constitutes a separate violation.

Reports may be made anonymously to:

1. The Judiciary Committee <judiciary@usadodgeball.com>;
2. via the online Grievance form;
3. a designated SafeSport Liaison (appointed by the Board);

4. Law enforcement or child protective services, if legally required.

## **Response & Handling Procedures.**

### **General Misconduct Cases.**

1. The Judiciary Committee (or designee) will acknowledge receipt of the report within five (5) business days.
2. A preliminary assessment will determine jurisdiction, scope, and whether immediate safety measures are required.
3. Interim measures may include: no-contact orders, event access restrictions, removal from travel rosters, or suspension pending investigation.
4. Investigations may be conducted internally or by a qualified external investigator.

**Special Procedures for Sexual Harassment & Abuse.** Upon receiving a report involving sexual harassment or abuse, the Judiciary Committee shall:

1. Acknowledge receipt of the report within 48 hours.
2. Conduct an initial assessment to determine credibility, scope, and whether law enforcement or SafeSport must be notified.
3. Assign a trained investigator (internal or external) if the report is credible.
4. Implement protective measures (e.g., suspension, removal from housing, travel restrictions, or no-contact orders).
5. Interview parties and witnesses, review communications, photos, social media, and prior complaints.
6. Maintain confidentiality, disclosing information only as needed to carry out the process or comply with law.
7. Issue a written determination, summarizing findings and sanctions.
8. Communicate decisions to the complainant and respondent, along with rights to appeal.

**Sanctions.** Sanctions are at the discretion of the Judiciary Committee, and shall be proportionate to the violation. Sanctions may include:

1. Written warning or reprimand
2. Mandatory education, counseling, or training
3. Probation with conditions
4. Suspension (temporary or indefinite)
5. Permanent ineligibility to participate in USAD activities
6. Other remedies deemed appropriate by the Judiciary Committee

All sanctions will be documented.

**Appeals.** Respondents have the right to appeal findings and sanctions under the Judiciary Committee's established Hearing process. Appeals must be submitted in writing within the time limits set forth in USAD's Bylaws or Judiciary procedures.

**Confidentiality.** All reports, investigations, and outcomes will be handled as confidentially as possible, consistent with due process and applicable law. Records will be maintained in accordance with USAD's Retention of Documents Policy (*see Schedule XIX - Retention of Documents Policy*).

**Integration With Other Policies.** This Policy supplements, and does not replace, USAD's:

- Code of Conduct Policy
- National Team Code of Conduct Policy
- Waiver and Release of Liability Policy
- Anti-Doping Policy
- SafeSport requirements and federal law, including the Ted Stevens Olympic and Amateur Sports Act

**Relationship to Minor Athlete Abuse Prevention Policy (MAAPP).**

For matters involving minor athletes, this Policy shall be read in conjunction with the Minor Athlete Abuse Prevention Policy (Schedule XVII). In the event of any overlap, the more protective standard shall apply.

## **Schedule XVII - Minor Athlete Abuse Prevention Policy (MAAPP)**

USA Dodgeball ("USAD" or the "Organization") is committed to protecting minor athletes in its programs. This Minor Athlete Abuse Prevention Policy ("MAAPP") establishes baseline safeguards while recognizing that USAD is a developing organization and will expand protections as capacity grows.

All adults in designated authority roles (e.g., Board, coaches, chaperones) who interact with minor athletes must complete SafeSport training (or equivalent). Other adults are encouraged, but not required, to complete training.

### **Key Requirements**

**One-on-One Interactions.** Adults may not be alone with a minor athlete without another adult present, except in emergency situations or with parental/guardian consent.

**Travel and Lodging.** Adults must not share hotel rooms or overnight accommodations with a minor athlete who is not their own child/ward or immediate family member, unless written permission has been obtained in advance.

**Digital Communication.** Adults may not engage in private electronic communications (text, direct messages, etc.) with minor athletes. Group messages, or parent/guardian copied, are permitted.

**Photography & Recording.** Photos and videos captured of minor athletes must be related to sport participation and taken in public settings only. No sexually suggestive, inappropriate, or invasive photography/recording of minor athletes is permitted.

**Parental Involvement.** Parents/guardians must be informed of and approve all travel and overnight activities involving minor athletes.

### **Mandatory Reporting.**

1. All adult members must report suspected abuse or policy violations involving a minor athlete to the Judiciary Committee or designated SafeSport Liaison within 24 hours.
2. Reports may be made confidentially or anonymously. Retaliation is strictly prohibited.

### **Monitoring & Training.**

1. All adults who interact with minor athletes must complete SafeSport training (or an equivalent approved training) prior to participation.
2. Event Directors and staff are responsible for ensuring compliance with MAAPP standards at all sanctioned events.

**Enforcement.** Violations may result in sanctions including warning, probation, suspension, permanent ineligibility, or referral to law enforcement.

1. Respondents have a right to appeal through the Judiciary Committee Hearing process.

**Relationship to Athlete Safety & Misconduct Prevention Policy.**

This Policy supplements the Athlete Safety & Misconduct Prevention Policy (Schedule XVI). In the event of any overlap between the two, the more protective standard shall apply.



## **Schedule XVIII - Background Screening Policy**

USA Dodgeball ("USAD" or the "Organization") is committed to creating a safe environment for athletes, coaches, officials, member organizations, and the greater dodgeball community. This Background Screening Policy establishes minimum requirements for screening individuals in roles of authority while scaling the program realistically in line with USAD's Athlete Safety Growth Roadmap.

Screening reduces the risk of abuse, misconduct, and other behavior inconsistent with the mission of USA Dodgeball.

At a minimum:

1. All USAD Board members, National Team coaches, and any adult designated by the Board as being in a position of authority with regular contact with minor athletes must complete a criminal background screening and abuse prevention training program approved by the Board.
2. Other adult participants are encouraged, but not required, to complete screening and training.
3. The Judiciary Committee may require screening for other adults if their role presents an elevated risk, or involves athlete safety, financial oversight, or access to sensitive organizational information.

As USAD grows, the Board will review this cost structure annually to determine whether broader subsidization or organizational coverage of screening fees is feasible in alignment with best practices of U.S. Center for SafeSport and other National Governing Bodies.

**Requirements.** Background checks will be conducted by a reputable third-party provider approved by USAD. At a minimum, screenings will review criminal convictions and offenses relevant to athlete safety and organizational trust. Screenings shall also include verification against the U.S. Center for SafeSport Disciplinary Database to ensure individuals under sanction are not eligible to serve in USAD roles.

1. Screening must be renewed every two years.
2. Individuals must self-disclose any new charges, arrests, or convictions within 72 hours of the event.

### **Disqualifying Offenses.**

Automatic disqualification results from:

1. Any conviction involving violence, harassment, abuse, threats, or exploitation.
2. Any offense involving a minor.
3. Any sexual offense, regardless of classification.
4. Any conviction for drug trafficking or distribution within the past 7 years.

Potential disqualification (case-by-case review by Judiciary Committee):

1. Convictions involving violence, harassment, or threats.
2. Convictions involving fraud, theft, or financial crimes (particularly for individuals in financial or leadership roles).
3. Other offenses deemed inconsistent with athlete safety or the mission of USAD.

**Confidentiality & Privacy.** All background check information will be handled confidentially, used solely for the purpose of determining eligibility for service in USAD roles. Results will be reviewed only by authorized Board officers or designated committee members.

**Appeals.** Appeals of screening determinations may be submitted to the Judiciary Committee for review within 30 days of the disqualification Notice. The Judiciary Committee may uphold, modify, or overturn the decision after review.

**Responsibility for Costs.** The cost of the background screening shall be the responsibility of the individual applicant. This includes, but is not limited to, coaches, referees, event staff, volunteers, and administrators required to undergo screening under this Policy.

**Inclusion in Membership or Event Fees.** USAD may include the cost of background screenings in membership dues, event registration fees, or sanctioning fees to streamline administration. In such cases, USAD shall collect the cost as part of the registration process and pay the provider directly.

**Hardship Support.** Recognizing that cost may present a barrier to participation, USAD may, at its discretion, subsidize or reimburse the cost of screenings for individuals in cases of demonstrated financial hardship, or for key positions deemed essential to the safe operation of sanctioned events. Requests for such support must be submitted in writing to the Board.

**Compliance & Enforcement.** Failure to complete required screening is grounds for denial of participation. Misrepresentation, omission, or falsification of information during screening is a violation of this policy and may result in removal or permanent ineligibility.

## Schedule XIX - Retention of Documents Policy

USA Dodgeball Inc (“USAD” or the “Organization”) takes seriously its obligations to preserve information relating to records, litigation, audits, and investigations.

The information listed in the retention schedule below is intended as a guideline and may not contain all the records USAD may be required to keep in the future. Questions regarding the retention of documents not listed in this chart should be directed to the Board.

**Legal Hold.** From time to time, the President may issue a Notice, known as a “legal hold,” suspending the destruction of records due to pending, threatened, or otherwise reasonably foreseeable litigation, audits, government investigations, or similar proceedings. No records specified in any legal hold may be destroyed, even if the scheduled destruction date has passed, until the President withdraws the legal hold in writing.

### Retention Timeline.

File Category	Item	Retention Period
Corporate Records	Bylaws and Articles of Incorporation	Permanent
	Corporate resolutions	Permanent
	Executive Board and Committee meeting agendas and minutes	Permanent
	Conflict-of-interest disclosure forms	4 years
	Policies and Procedures (final approved versions)	Permanent
Finance and Administration	Financial statements (audited)	7 years
	Auditor management letters	7 years
	Payroll records	7 years
	Check register and checks	7 years
	Bank deposits and statements	7 years

	General ledgers and journals (incl. bank reconciliations)	7 years
	Equipment files and maintenance records	7 years after disposition
	Contracts and agreements	7 years after obligations end
	General correspondence	3 years
Insurance Records	Policies - occurrence type	Permanent
	Policies - claims-made type	Permanent
	Accident reports	7 years (longer if involving a minor)
	Safety (OSHA) reports	7 years
	Claims (after settlement)	7 years
Tax Records	IRS exemption determination and related correspondence	Permanent
	IRS Form 990s (filed returns)	Permanent
	IRS Form 990 workpapers/supporting documentation	7 years
	Charitable Organizations Registration Statements	7 years
Human Resources / Volunteers	Employee personnel files	7 years after separation (core documents permanent)
	Volunteer/contractor applications & agreements	3 years after service ends

	Employment applications (not hired)	3 years
	IRS Form I-9 (store separate from personnel file)	Greater of 1 year after end of service, or 3 years
	Withholding tax statements	7 years
	Timecards	3 years
	Disciplinary/termination records	7 years after separation
	Confidentiality Agreements (Director, Staff, Volunteer, Athlete)	7 years after the end of service or membership.  Records are stored securely by the Secretary or Executive Director in accordance with Schedule XI.
Membership & Events	Membership applications & rosters	7 years after membership ends
	Signed waivers & concussion acknowledgment forms	7 years after participation ends (10 years if involving a minor)
	Event registration records	7 years
	Event injury/incident reports	7 years (10 years if involving a minor)
	Event sanctioning agreements	7 years after obligations end
	Proxy Logs	5 years
Athlete Safety & Judiciary Records	Background checks	7 years after service ends (10 years if involving a minor)
	SafeSport training certifications	7 years after service ends

	Athlete safety reports / misconduct allegations	10 years minimum (permanent if sexual misconduct or involving a minor)
	Judiciary/disciplinary case files	10 years minimum (permanent if sexual misconduct or involving a minor)
	Suspension/ban decisions	Permanent

**Electronic Documents and Records.** Electronic documents shall be retained as if they were paper documents. Therefore, any electronic files that fall into one of the document types on the above schedule shall be maintained for the appropriate amount of time. If a user has sufficient reason to keep an e-mail message, the message should be printed in hard copy and kept in the appropriate file or moved to an “archive” computer file folder. Backup and recovery methods shall be regularly tested.

**Proxy Logs.** The Secretary shall retain all Proxy Logs for Membership Meetings and Board Meetings for a minimum of five (5) years, consistent with the Retention of Documents Policy (*Schedule XIX*).

**Emergency Planning.** USAD’s records shall be stored in a safe, secure, and accessible manner. Documents and financial files that are essential to keeping USAD operating in an emergency shall be duplicated or backed up at least every week and maintained off-site.

## Document Destruction

**Responsibility.** The Executive Board, through the Finance Committee (for financial and administrative records) and the Judiciary Committee (for discipline, safety, and membership records), shall oversee the ongoing process of identifying records that have met the required retention period and approving their secure destruction.

**Methods.** Financial, personnel, athlete safety, and membership-related records must be destroyed in a manner that maintains confidentiality and prevents reconstruction, such as shredding (for paper) or secure electronic deletion (for digital files).

Records containing personal identifying information (PII), health data, or disciplinary/safety records must always be destroyed using methods that comply with applicable privacy laws (e.g., HIPAA, FERPA, or state data privacy statutes).

**Suspension of Destruction.** Document destruction shall be suspended immediately upon:

1. receipt of a legal hold issued by the President or Board,
2. Notice of an official investigation, audit, or regulatory inquiry, or
3. reasonable belief that litigation, arbitration, or disciplinary proceedings are pending or imminent.

Records subject to suspension shall not be destroyed until the suspension is formally withdrawn in writing by the Board (or its designee).

**Documentation of Destruction.** The Finance or Judiciary Committee shall maintain a log of all destroyed documents, including:

1. description of the records destroyed,
2. method of destruction,
3. date of destruction,
4. retention period satisfied, and
5. authorization for destruction (committee vote or officer approval).

**Oversight.** The Board shall receive an annual summary report of records destroyed, provided by the Finance and Judiciary Committees, to ensure accountability and compliance.

**Compliance.** Failure to follow this policy can result in possible civil and criminal sanctions against USAD and its Members and possible disciplinary action against responsible individuals. The Executive Board Members shall periodically review these procedures with legal counsel or a certified public accountant to ensure compliance with new or revised Regulations.

## Schedule XX - National Team Selection & Eligibility Framework

USA Dodgeball (“USAD” or the “Organization”) is committed to fair, transparent, and consistent processes for selecting athletes, coaches, and staff to represent the national team at international competitions (“Team USA”). This Framework outlines the eligibility standards, selection procedures, and commitments required for all Team USA representatives. It is adopted pursuant to the USA Dodgeball Bylaws, the Ted Stevens Olympic and Amateur Sports Act, and the U.S. Center for SafeSport framework, and reflects best practices for National Governing Bodies.

### Athlete Selection & Eligibility

**Eligibility.** To be eligible for selection, all athletes (“Competitors” and “Hopefuls”) (*Definitions (Schedule II)*) must:

1. be a current member of USA Dodgeball in Good Standing.
2. demonstrate eligibility per World Dodgeball Federation requirements.
3. Comply with all USAD Regulations, including all policies incorporated into these Bylaws.

**Selection Process.** Team USA players are selected through

1. national team tryouts or camps (“Combines”); and/or
2. performance at designated events; and/or
3. progressive identification of athlete pools, including practice teams and developmental squads.

Final roster decisions rest with the National Team Selection Committee (“Selection Committee”), which includes Board and Coaching representatives.

All individuals involved in the process must disclose any conflicts of interest.

The Selection Committee shall include:

1. At least one Board representative.
2. At least one member of the coaching staff.
3. At least one independent athlete representative (non-coaching).

Athlete selection to represent Team USA and USAD with integrity will be based on holistic evaluation of both on-court performance and off-court behavior.

Criteria include, but are not limited to:

1. Technical and tactical skills relevant to national and international dodgeball competition.
2. Physical conditioning, athleticism, and overall readiness.
3. Teamwork, leadership, and ability to contribute to positive team culture.
4. Sportsmanship, respect for officials, and adherence to the rules of play.



5. Compliance with USAD Regulations, including all policies incorporated into these Bylaws, and community standards, including conduct on social media and in public representation.
6. Commitment to training and event participation.

**Commitment.** If selected for national team developmental squads or practice teams, or the national team, athletes must:

1. Sign the National Team Athlete Behavioral Contract, and follow the National Team Code of Conduct Policy (*Addendum I*).
2. Attend required training sessions, meetings, and competitions unless excused by the coaching staff.
3. Maintain Good Standing with USAD throughout their term.
4. Follow all USAD Regulations, including all policies incorporated into these Bylaws.

**Appeals.** Athletes may appeal eligibility or selection decisions to the Selection Committee within 14 days of notification. Appeals are limited to procedural errors, conflict of interest, eligibility misapplication, or evidence of bias/discrimination - not on subjective selection decisions. The Selection Committee will review appeals in accordance with the Bylaws, and its decision shall be final.

## **Coach & Staff Selection & Eligibility**

**Eligibility.** To serve as a Team USA coach or staff member, an individual must:

1. Be a USAD member in Good Standing.
2. Have no disqualifying convictions under USAD's Background Screening Policy (*Schedule XVIII*).
3. Pass a background screening if required by role (e.g., direct athlete supervision).
4. Sign the Team Staff & Coach Behavioral Contract.
5. Agree to comply with the Code of Conduct Policy, National Team Code of Conduct Policy (*Addendum I*), and all Athlete Safety policies.

**Selection Process.** Coaches and staff are appointed by the National Team Selection Committee, with Board approval. Criteria considered:

1. Relevant experience in dodgeball or comparable sports.
2. Demonstrated leadership, professionalism, and communication skills.
3. Ability to foster a safe, inclusive, and positive athlete environment.
4. Availability for required training, travel, and competitions.

**Commitment.** If appointed, coaches and staff must:

1. Attend training camps, meetings, and competitions.

2. Model professionalism and uphold USAD's values.
3. Ensure athlete safety and compliance with USAD Regulations, including all policies incorporated into these Bylaws.
4. Support athletes in preparation, competition, and public representation.

**Appeals.** Non-selection or removal may be appealed to the Selection Committee within 14 days of notification. Appeals are limited to procedural errors, conflict of interest, eligibility misapplication, or evidence of bias/discrimination. The Selection Committee will review appeals in accordance with the Bylaws, and its decision shall be final.

**Amendment & Oversight.** This Framework will be reviewed every two (2) years by the Board of Directors, with input from the Judiciary Committee, the Athlete Advisory Council, and relevant National Team Staff (*Definitions (Schedule II)*) to ensure alignment with USAD's bylaws, WDBF standards, and organizational capacity. Amendments require Board approval.

## Schedule XXI - Event Sanctioning Policy

This Event Sanctioning Policy establishes the minimum requirements for any event promoted or recognized as a USA Dodgeball USAD-sanctioned event. Sanctioning provides consistency, ensures athlete safety, and protects the integrity of the sport.

**Eligibility to Apply.** Member Organizations in Good Standing may apply for sanctioning. Applications must be submitted to USAD at least 30 days prior to the event.

**Territorial and Transitional Affiliate Eligibility.** Member Organizations operating within United States territories, including but not limited to Puerto Rico, Guam, the U.S. Virgin Islands, and American Samoa, that are recognized by USAD as Affiliate Member Organizations - Transitional shall be eligible to apply for event sanctioning under this Policy.

1. **Authority and Recognition.** Transitional Affiliates may organize, host, or co-host events bearing the USAD name, logo, or endorsement, provided that the event and its organizers comply with all applicable USAD rules, codes of conduct, and safety policies.
2. **Insurance and Compliance.** All sanctioned events operated by Transitional Affiliates must meet USAD's insurance, waiver, and participant-safety requirements, including but not limited to the Waiver and Release of Liability Policy (Schedule XII) and Athlete Safety and Misconduct Prevention Policy (Schedule XVI). USAD may, at its discretion, extend national insurance coverage to Transitional Affiliate events until such affiliates obtain independent coverage.
3. **Coordination and Oversight.** USAD retains final authority to approve or deny event sanctioning applications from Transitional Affiliates to ensure alignment with national scheduling, branding, and athlete-safety standards. Transitional Affiliates must submit sanctioning requests through the same process and timelines as other Member Organizations.
4. **Transition to Independent Status.** Upon recognition of a separate national governing body by the World Dodgeball Federation (WDBF), the authority to sanction events within that territory shall transfer to the newly recognized NGB. Thereafter, cross-sanctioned or invitational events between USAD and the new NGB may be conducted through a memorandum of understanding or other cooperative agreement approved by both organizations.
5. **Continuing Collaboration.** Even after independence, USAD may share best practices, referee resources, and tournament-management tools with the new NGB to maintain consistent standards across the North American region.

### Minimum Safety Requirements.

1. **Insurance:** Event hosts must provide proof of liability insurance covering athletes, staff, and spectators, and naming USA Dodgeball as additionally insured.
2. **Waivers:** All participants must complete and sign the USAD Waiver & Release of Liability prior to participation.
3. **Athlete Safety Compliance:** Event hosts must take reasonable steps to follow USAD's Athlete Safety & Misconduct Prevention Policy and MAAPP requirements. At a minimum, this includes ensuring that no adult has unsupervised one-on-one interactions

with a minor athlete, that there is a clear reporting process for misconduct, and that appropriate supervision is provided during events. The Board may, at its discretion, waive or modify certain requirements for grassroots or introductory events where full compliance is not feasible, provided reasonable protections are in place.

4. **Emergency Plan:** Event must identify an emergency contact and maintain a basic plan for injury response and facility evacuation.

The Board may waive or modify insurance, documentation, or staffing requirements for grassroots or pilot events, provided that reasonable safety measures and participant protections are in place.

#### **Event Operations.**

5. **Rules of Play:** All sanctioned events must use the most recent version of the USAD Rulebook or a USAD-approved variation.
6. **Officials:** Events must designate referees, who should be briefed on USAD rules prior to the event.
7. **Grievance Contact:** A designated event staff member (“Grievance Contact”) must be available to ensure compliance with USAD’s Athlete Safety policies, to receive complaints during the event, and to forward them to USAD if unresolved.

#### **Reporting Obligations.**

8. **Results Reporting:** Event results (standings, scores) must be submitted to USAD within 14 days of event conclusion.
9. **Incident Reporting:** Any safety, misconduct, or disciplinary incidents must be reported to USAD within 14 days using the USAD Incident Report Form.

**Branding & Promotion.** Event hosts may use the phrase “USA Dodgeball Sanctioned Event” and the official USAD logo only after sanctioning is approved. Branding must follow USAD’s logo use guidelines.

**Loss of Sanctioning.** Failure to comply with this Event Sanctioning Policy may result in denial, suspension, or revocation of sanctioning, and/or other disciplinary action, as determined by the Judiciary Committee. Events that lose sanctioning may not promote themselves as affiliated with USA Dodgeball.

## **Schedule XXII – Election and Campaign Procedures**

This Schedule establishes transparent, democratic, and fair procedures for electing USAD's members of the Board of Directors and its Executive Committee ("Officers"), in alignment with international sport governance standards.

**The Executive Committee.** (each, an "Officer")

- President
- Vice President
- Treasurer
- Secretary

**Election Authority.** Elections are overseen by independent scrutineers appointed by the Board to ensure impartiality and compliance.

**Frequency.** Elections occur every three (3) years for each position. Terms are staggered to maintain continuity, with at least two Board members not standing for election at any given time.

**Eligibility & Nomination.**

- All candidates must be Members in Good Standing and meet Section V qualifications.
- Eligibility criteria and open positions must be published at least sixty (60) days before the election.
- Final candidate lists must be published thirty (30) days before the election.

**Campaign Rules.**

- Equal opportunity for all candidates to present statements, manifestos, or town-hall style Q&A.
- Use of USAD resources must be equal and limited to official election communications.
- No harassment, misrepresentation, or inducements (financial or otherwise) are permitted.
- Violations may result in disqualification by the scrutineers.

**Voting Method.**

- Member Organizations cast one (1) vote per membership seat.
- Secret ballot shall be used if requested by any voting Member.
- Voting may be conducted electronically or in person, provided the method ensures integrity and confidentiality.

**Vacancies.** If a position becomes vacant mid-term, the Board may appoint a replacement or an interim Director until the next scheduled election.

**Appeals.** Election disputes shall be referred to the Judiciary Committee under Schedule IX, with appeal rights as provided therein.

**Records.** Election results and turnout shall be documented and published to the membership within thirty (30) days of certification.

## Addendum I - National Team Code of Conduct Policy

Athletes, coaches, staff members, or other individual members of USA Dodgeball (“USAD” or the “Organization”) selected to represent USAD at international competitions (“Team USA”), are entrusted with representing the United States and must embody the highest standards of integrity, safety, and sportsmanship. Poor conduct can reflect negatively on USAD and jeopardize relationships with sponsors, partners, and future members.

This Addendum establishes additional expectations for Team USA. It supplements, and does not replace, the Code of Conduct Policy (*Schedule VII*), which remains fully applicable. The provisions herein include the National Team Code of Conduct Policy, the Athlete Behavioral Contract, and the Staff/Coach Behavioral Contract, all of which are enforceable instruments of USAD. In the event of a conflict, the Code of Conduct Policy governs, unless applicable federal law, state law, or the Ted Stevens Olympic and Amateur Sports Act requires otherwise.

### Additional Expectations

**Representation.** Team USA members are ambassadors for the USA Dodgeball community and must conduct themselves in a manner that reflects positively on the organization and the United States.

**Compliance with International Rules.** Team USA members must comply with the rules, codes, and policies of the World Dodgeball Federation (WDBF) and any event host nation.

**Commitment to Training and Competition.** Team USA members must attend scheduled practices, meetings, and competitions, unless excused by the coaching staff or team management.

**Team Cohesion.** Members must demonstrate respect and cooperation with teammates, staff, and coaches at all times, recognizing that success depends on unity and professionalism.

**Media & Public Engagement.** Team USA members must refrain from public statements, posts, or actions that bring the team, USAD, or the sport into disrepute during training, competition, or travel.

**Enforcement.** Violations will be reviewed by the Judiciary Committee, which may impose sanctions up to removal from Team USA. Sanctions may also affect eligibility for future national team selection.

USAD expects Competitors, Hopefuls, and all other representatives of the United States to treat one another with respect, honesty, and consideration in every setting.

**Sanctions.** Sanctions may include, but are not limited to: warnings, ejection from an event, suspension of membership, denial of Team USA selection, public or private censure, service to the dodgeball community, removal from rosters, and ineligibility for future Team USA participation.

Sanctions may also include removal from the Team USA roster, revocation of travel privileges, referral to USADA or SafeSport, and revocation of eligibility to play for another national team.

---

Updated September 2025 to create alignment with U.S. Center for SafeSport, Ted Stevens Act, and USADA/WADA anti-doping standards, and the updated USAD Bylaws.

Revised to be in line with the updated USA Dodgeball Inc USAD Bylaws and Constitution with Executive Board approval on July 9th, 2019.



# **Exhibit I - National Team Athlete Behavioral Contract**

## **Acknowledgment Form**

As a member of USA Dodgeball (“USAD” or the “Organization”) and/or an athlete or participant selected to represent USA Dodgeball at international competitions (“Team USA”), I understand that I am a representative of the sport of dodgeball and agree to uphold the highest standards of conduct on and off the court. I agree to uphold the highest standards of integrity, safety, and sportsmanship. By signing this pledge, I commit to the following:

## **Compliance with USAD Regulations**

1. I have read and understand the USA Dodgeball Code of Conduct Policy.
2. If selected to represent Team USA, I have also read and understand the National Team Code of Conduct Policy (*Addendum I*), which supplements, and does not replace, the Code of Conduct Policy (*Schedule VII*). In the event of a conflict, the Code of Conduct Policy governs, unless applicable federal law, state law, or the Ted Stevens Olympic and Amateur Sports Act requires otherwise.
3. I agree to comply with all other USAD Regulations, including all policies incorporated into these Bylaws.

## **Standards of Behavior**

1. I will refrain from any conduct that brings disrepute to the Organization or the sport, including, but not limited to illegal drug use, sexual misconduct, harassment, hazing, bullying, grooming, discrimination, abuse, retaliation, and any unlawful activity.
2. I will act responsibly while traveling, training, and competing with Team USA, including compliance with curfews, alcohol restrictions, and all safety protocols.
3. I will comply with USAD’s Anti-Doping policy, including drug testing and whereabouts requirements.
4. I will treat all teammates, opponents, officials, staff, hotels, venues, and host organizations with respect and dignity.
5. I will compete fairly, uphold the rules of the game, and promote sportsmanship.
6. I will respect the authority of referees, coaches, event staff, administrators, and host organizations.
7. I will represent USA Dodgeball and Team USA positively in public, including in interviews, media, and online.
8. I will not make defamatory, obscene, or discriminatory public statements.
9. I will not use Team USA or USA Dodgeball logos without authorization.

## **Acknowledgment of Consequences**

1. I understand that violations of the Code of Conduct may result in sanctions, including warnings, suspension, removal from events, or permanent ineligibility.
2. For Team USA athletes, I acknowledge that violations may result in removal from the roster and may affect my eligibility for future selection.
3. I understand that doping, tampering, or refusing a test may result in suspension or removal from Team USA.
4. I understand that disciplinary matters will be reviewed and decided by the Judiciary Committee, and that I may be subject to interim restrictions while a case is under review.

## **Commitment to Athlete Safety**

1. I acknowledge that USAD is committed to athlete safety and misconduct prevention.
2. I agree to report any violations of misconduct policies that I witness or become aware of, in good faith, to [judiciary@usadodgeball.com](mailto:judiciary@usadodgeball.com) or through designated reporting mechanisms.

## **Acknowledgment & Signature**

I acknowledge that I have read this Behavioral Contract in full, that I understand the standards expected of me, and that I agree to comply with them as a condition of my membership and/or participation in Team USA.

I understand that my conduct reflects on all of Team USA and accept responsibility for maintaining its integrity.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

**If under 18:** Parent/Guardian Signature: \_\_\_\_\_

## **Exhibit II - National Team Staff Behavioral Contract**

### **Acknowledgement Form**

As a member of the National Team Staff (*Definitions (Schedule II)*), or representative of USA Dodgeball ("USAD" or the "Organization") and/or Team USA, I recognize that I hold a position of trust and responsibility. My conduct directly impacts the athletes I serve, the reputation of Team USA, USAD, and the growth of the sport. I agree to uphold the highest standards of professionalism, integrity, safety, and sportsmanship. By signing this pledge, I affirm the following:

### **Compliance with USAD Regulations**

1. I have read and understand the USA Dodgeball Code of Conduct Policy.
2. I have also read and understand the National Team Code of Conduct Policy (*Addendum I*), which supplements, and does not replace, the Code of Conduct Policy (*Schedule VII*). In the event of a conflict, the Code of Conduct Policy governs, unless applicable federal law, state law, or the Ted Stevens Olympic and Amateur Sports Act requires otherwise.
3. I agree to comply with all USAD Regulations, including all policies incorporated into these Bylaws.

### **Standards of Professional Behavior**

1. I will act in a professional, respectful manner toward athletes, teammates, officials, and event staff at all times.
2. I will not harass, intimidate, haze, bully, groom, abuse, retaliate or discriminate against, or abuse any athlete, colleague, or participant.
3. I will uphold the integrity of the sport and promote fair play.
4. I will respect the authority of referees and administrators.
5. I will not make defamatory, obscene, or discriminatory statements.
6. I will represent USAD and Team USA positively in public, including in interviews, media, and online.
7. I will not use Team USA or USA Dodgeball logos without authorization.
8. I will immediately report any suspected misconduct or abuse in good faith to [judiciary@usadodgeball.com](mailto:judiciary@usadodgeball.com) or through designated reporting channels.

### **Leadership & Athlete Safety**

1. I understand I am in a position of authority and will not misuse that position for personal, political, financial, or relational gain without authorization.
2. I will respect curfews, housing, travel, alcohol restrictions, competition guidelines, and all safety protocols, and enforce them consistently with athletes.

3. I will support and enforce compliance with USAD Regulations, including all policies incorporated into these Bylaws.
4. I will not encourage, condone, or assist in the use of prohibited substances.
5. I will maintain professional boundaries with athletes at all times, especially with minor athletes, colleagues, and participants.
6. I will never be alone one-on-one with a minor athlete (unless emergency circumstances apply).
7. I will communicate with athletes in group settings, with parents/guardians included when minors are involved.

### **Acknowledgment of Consequences**

1. I accept responsibility for maintaining the integrity and reputation of Team USA and USAD at all times, and acknowledge that violations may affect my eligibility to serve in future coaching or staff roles.
2. I understand that violations of this contract or of the Code of Conduct may result in sanctions, including warnings, suspension, or removal from my role with Team USA and/or USAD.
3. I understand that disciplinary matters will be reviewed and decided by the Judiciary Committee, and that interim restrictions may be imposed during investigations.

### **Acknowledgment & Signature**

I acknowledge that I have read this Behavioral Contract in full, that I understand the standards expected of me, and that I agree to comply with them as a condition of my service with Team USA and USA Dodgeball.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

**If under 18:** Parent/Guardian Signature: \_\_\_\_\_

## Exhibit III - Proxy Authorization Form

This Exhibit provides the Proxy Authorization Form approved by the Board for use at membership and Board meetings. All proxies must conform to this Exhibit, shall expire automatically upon adjournment of the designated meeting, and are subject to the limits established in Sections IV and V of these Bylaws.

### What is a Proxy?

A Proxy allows a Member Organization (at membership meetings) or a Director (at Board meetings) to authorize another eligible person to attend and vote on their behalf if they cannot attend.

### Key Rules (per USAD Bylaws)

#### 1. One vote per seat

- Each Member Organization has one (1) vote in membership meetings.
- Each Director has one (1) vote in Board meetings.
- A Proxy does not create additional votes.

#### 2. Form required

- All proxies must be completed on this Exhibit III, the **Proxy Authorization Form approved by the Board**.

#### 3. Expiration

- Proxies expire automatically at the **adjournment of the meeting** for which they are issued.
- Standing, open-ended, or blanket proxies are **not recognized**.

#### 4. Designation

- The granting party must name a **specific Proxy holder** who is eligible:
  - For Board meetings: must be another sitting Director.
  - For Membership meetings: must be another Member Organization's designated representative.

#### 5. Limit on holding proxies

- No Director or Member Organization representative may hold more than **one (1) Proxy in addition to their own vote**.
- Proxy Holder must be a current Director or eligible Member Organization Designated Representative.

#### 6. Recordkeeping

- The Secretary will maintain a Proxy Log, documenting all proxies received, their grantor, holder, and meeting date.

### How to Complete and Submit

1. Fill out all meeting details, names, and dates.
2. Both the **granting party** and the **Proxy holder** must sign and date the form.
3. Submit the completed form to the Secretary by the deadline set in the meeting Notice (or bring it to the meeting).

### Tips

- Submit proxies early so they can be verified and logged.
- Make sure the Proxy holder will attend the meeting.
- Remember: proxies are a tool for **representation**, not a way to increase voting power.

## Proxy Authorization Form

This Proxy is executed pursuant to the Bylaws of USA Dodgeball, Inc. ("USAD" or the "Organization") and is valid only for the meeting specified below. This Proxy applies only to the meeting specified below and shall expire automatically upon adjournment of that meeting. It may not be transferred, reassigned, or used as a standing Proxy.

I, Granting Party listed below, hereby authorize the Proxy Holder(s) listed below to attend and vote on my behalf at the meeting listed below.

Meeting **Type** (check one):

- ☐ Board of Directors Meeting  
☐ Membership Meeting

\_\_\_\_\_  
Date of Meeting

\_\_\_\_\_  
Location of Meeting (if applicable)

*Granting Party*

*Proxy Holder*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

---

### Secretary's Record (for office use only)

Proxy logged by Secretary:

☐ Yes ☐ No

Proxy entered into Proxy Log on:

\_\_\_\_\_  
Date

[Link to Electronic Proxy Authorization Form](#)

# Exhibit IV - Event Host Guidelines on Transgender Participation

*(Companion to Schedule XIV – Trans & Gender Inclusion & Eligibility Policy)*

---

**Purpose.** This Exhibit provides practical guidance for leagues, tournament Directors, and event hosts on how to implement the Trans & Gender Inclusion & Eligibility Policy (Schedule XIV) in day-to-day operations. While Schedule XIV sets the enforceable rules, these Guidelines are advisory in nature and are intended to support hosts in applying the policy consistently, respectfully, and effectively.

**Relationship to the Bylaws.** These Guidelines do not replace or supersede Schedule XIV. Instead, they are meant to:

1. Clarify how event registration should handle gender declarations.
2. Explain what to do if eligibility questions arise.
3. Provide language and tools event hosts can use to promote inclusion and prevent harassment.
4. Ensure consistency across USAD-sanctioned events by aligning local practices with national policy.

## **Principles to Apply.**

1. **Inclusion is the default.** Players may participate in events consistent with their self-identified gender.
2. **Recreational = open.** For community or league play, no additional eligibility checks are needed beyond registration.
3. **Competitive = declaration.** For USAD-sanctioned tournaments with gender-designated divisions (Men's, Women's, Mixed), players must make a confidential declaration of gender identity at registration.
4. **International = follow WDBF/IOC rules.** For national teams or qualifying events, follow USAD policy plus any rules required by WDBF, IOC, or other international federations.

**Status of this Exhibit.** Because this Exhibit is intended as operational guidance, it may be updated by the Board of Directors or its designees without a formal bylaw amendment, provided the updates remain consistent with Schedule XIV.

## **Registration Process.**

1. Players select their gender category at registration.
2. That selection remains in effect for the duration of the event or season.
3. Event hosts must treat all information as confidential.

## **Handling Questions or Challenges.**

1. Do not decide eligibility yourself. If an eligibility question arises, refer it to the USAD Judiciary Committee.
2. Event hosts may not demand medical records, hormone levels, or invasive documentation.



3. If an immediate decision is required (e.g., on game day), the event host should allow the athlete to participate, unless directed otherwise by USAD.

**Respect and Anti-Harassment.**

1. Harassment, misgendering, or discrimination of any kind is strictly prohibited.
2. Event staff should intervene immediately if such behavior is observed and report the incident to USAD.

**Sample Language for Player Guides.**

1. Event hosts may include the following in their rulebooks or event pages:
  - a. "USA Dodgeball is committed to inclusion. Players may participate in events consistent with their self-identified gender. For questions about eligibility, please contact USA Dodgeball directly. Event staff are not authorized to make eligibility determinations."

**Where to Go For Help:**

1. Eligibility Questions: [judiciary@usadodgeball.com](mailto:judiciary@usadodgeball.com)
2. Policy Guidance: [compliance@usadodgeball.com](mailto:compliance@usadodgeball.com)
3. Incident Reporting (harassment/discrimination): [judiciary@usadodgeball.com](mailto:judiciary@usadodgeball.com)

## **Exhibit V - Membership Expectations**

---

**Purpose.** This Exhibit outlines the expectations of individual members, member organizations, and affiliate organizations in fulfilling the mission of USA Dodgeball (“USAD”).

**Relationship to the Bylaws.** These expectations are adopted by the Board of Directors and may be amended from time to time without reopening the full Bylaws.

**Individual Members.** Individual members shall:

1. Abide by the Bylaws, rules of play, codes of conduct, and athlete-safety policies adopted by USAD.
2. Conduct themselves with integrity, sportsmanship, and respect toward athletes, coaches, officials, volunteers, and communities.
3. Promote inclusivity and access regardless of race, ethnicity, gender identity, sexual orientation, age, ability, or background.
4. Represent USAD as ambassadors of the sport, upholding its reputation locally, nationally, and internationally.
5. Apply, pay, and register for USAD membership on their own behalf and not through any third-party organization or individual, aside from independent reimbursement of fees.

**Member Organizations.** Member organizations (including leagues, clubs, and regional associations) shall:

1. Adopt and enforce USAD’s rules, standards, and policies within their governance and programming.
2. Provide structured opportunities for athletic development, coaching, officiating, and leadership.
3. Collaborate with USAD on initiatives that advance the sport, including tournaments, education programs, and athlete pathways.
4. Participate in governance by exercising voting rights, contributing to committees, and engaging in consultations led by the Board.

**Affiliate Organizations.** Affiliate organizations (including schools, nonprofits, sponsors, and strategic partners) shall:

1. Support USAD’s mission and values in the delivery of their own programs, resources, or partnerships.
2. Provide facilities, funding, or opportunities that expand participation in dodgeball.
3. Promote safe, inclusive, and equitable participation consistent with USAD policies.
4. Collaborate with USAD to strengthen the sport’s visibility, sustainability, and path toward Olympic recognition.

**No Implied or Third-Party Membership.** Membership in USA Dodgeball Inc. (“USAD”) is individual and direct. No club, league, association, sponsor, or third party is authorized to grant,

bundle, assign, imply, or represent membership in USAD on behalf of any individual or organization unless expressly approved in writing by USAD through a formal affiliation agreement.

USAD does not recognize reciprocal, bundled, or derivative memberships. Each individual member must complete their own registration, execute required waivers, and acknowledge all applicable USAD policies directly.

Any organization that represents or implies that its membership includes USAD membership without written authorization may be subject to denial or revocation of affiliation, sanctioning, or other remedies deemed appropriate by USAD.

**Enforcement.** Failure to meet the expectations set forth in this Exhibit may result in corrective action, suspension, or removal of membership or affiliation, in accordance with the Bylaws and associated disciplinary procedures.

## Exhibit VI - Confidentiality and Non-Disclosure Agreement Template

### CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Agreement is governed by and forms part of Schedule XI - Confidentiality and Non-Disclosure Policy of the USA Dodgeball Bylaws.

---

This Confidentiality and Non-Disclosure Agreement ("Agreement") is entered into between USA Dodgeball, Inc. ("USAD" or the "Organization") and the undersigned individual ("Recipient") as a condition of participation, employment, or service within USAD.

This Agreement ensures that confidential, proprietary, or sensitive information of USAD is protected against unauthorized disclosure or misuse. This obligation applies equally to business transactions, governance activities, committee service, Event operations, sponsorship discussions, or any other involvement with USAD.

This Agreement applies to all Directors, Officers, Committee Members, employees, contractors, and volunteers with access to USAD proprietary or sensitive information.

#### **Definition of Confidential Information.**

"Confidential Information" includes (whether oral, written, or electronic):

- Business, operational, and strategic plans;
- Technical data, financial data, budgets, and projections;
- Sponsorship, donor, or partner information;
- Member records and personal identifying information;
- Event operations, referee manuals, or playbooks;
- Reports, meeting minutes, or committee deliberations not publicly released; and
- Any notes, analyses, or summaries prepared by Recipient derived from such information.

Capitalized terms not defined in this Agreement shall have the meanings assigned in Schedule II - Definitions of the USA Dodgeball Bylaws.

**Exclusions.** Information is not considered Confidential if it is (i) publicly available through no fault of the Recipient, (ii) lawfully received from a third party without confidentiality obligations, (iii) already known by the Recipient without restriction, or (iv) independently developed without use of USAD Confidential Information.

**Non-Disclosure and Limited Use.** Recipient shall use Confidential Information only for authorized USAD purposes and shall not disclose it to any unauthorized third party. Recipient may share such information only with representatives who:

1. Have a legitimate need to know,
2. Are informed of the confidential nature, and
3. Agree in advance to be bound by this Agreement.

**Competitors.** Under no circumstances may Confidential Information be disclosed to competitors, defined as any entity engaged in organizing or governing dodgeball leagues or national bodies (other than passive funders).

**Ownership and Return/Destruction.** All Confidential Information remains property of USAD. Upon request or upon termination of service/relationship, Recipient must return or securely destroy all Confidential Information in their possession, except as legally required to retain.

**Required Disclosures.** If Recipient is required by law, subpoena, or regulatory request to disclose Confidential Information, they must (to the extent legally permissible) notify USAD immediately and cooperate (at USAD's expense) with efforts to seek protective orders or limit disclosure.

**Remedies.** Recipient acknowledges that unauthorized disclosure or misuse may cause irreparable harm to USAD. USAD is entitled to equitable relief (injunction) in addition to all legal and disciplinary remedies available under law and the Bylaws, including disciplinary action, removal from office, suspension or termination of membership, or referral to appropriate authorities.

Nothing in this Agreement shall waive rights or obligations arising from gross negligence or willful misconduct.

**Term & Survival.** This Agreement remains in force during Recipient's relationship with USAD and for four (4) years thereafter, with confidentiality obligations continuing for any information disclosed before termination.

**Notices.** Communications shall be directed to USAD's registered office and Board President.

**Amendments/Waivers.** Only valid if in writing and signed by both parties.

**Severability.** If a provision is invalid, the remainder remains enforceable.

**Governing Law.** California law governs this Agreement.

**Entire Agreement.** This document supersedes all prior NDAs with USAD regarding the same subject matter.

Electronic acceptance or digital signature shall constitute a legally binding execution of this Agreement.

**Acknowledgment of Policy.** I acknowledge that I have received, read, and understood Schedule XI - Confidentiality and Non-Disclosure Policy of the Bylaws. I understand that this policy applies to all information obtained through my role with USAD. I agree to maintain the confidentiality of all non-public information, use it only for legitimate organizational purposes, and refrain from disclosing or misusing such information during and after my involvement with USAD.

Executed Agreements shall be maintained for a period of at least seven (7) years in accordance with Schedule XIX – Retention of Documents Policy.

**USA Dodgeball, Inc.**

Name: \_\_\_\_\_

By: \_\_\_\_\_

Title/Role: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title/Role: \_\_\_\_\_

**Recipient**

Date: \_\_\_\_\_

By: \_\_\_\_\_

By signing above, I affirm my understanding of and commitment to comply with the USA Dodgeball Confidentiality and Non-Disclosure Policy (Schedule XI).

## Exhibit VII - Annual Conflict of Interest Disclosure Form

*(Adopted pursuant to Schedule VI - Conflict of Interest Policy of the USA Dodgeball Bylaws)*

### Purpose

The purpose of this disclosure form is to help ensure the integrity, transparency, and independence of USA Dodgeball, Inc. ("USAD" or the "Organization"). Each Covered Person must disclose any actual, potential, or perceived conflict of interest in accordance with *Schedule VI – Conflict of Interest Policy* and annually affirm their understanding of and compliance with that policy.

---

### Instructions

1. This form must be completed **annually** by all Directors, Officers, Committee Members, employees, and contractors with decision-making authority ("Covered Persons").
  2. Additional disclosures must be submitted **promptly** if circumstances change during the year.
  3. Completed forms are maintained confidentially by the Secretary and retained for **seven (7) years** in accordance with *Schedule XIX – Retention of Documents Policy*.
- 

### Section A – Identification

Name: \_\_\_\_\_

Title/Position: \_\_\_\_\_

Date of Completion: \_\_\_\_\_

---

### Section B – Disclosure of Interests

Please answer **Yes** or **No** to each question. If "Yes," describe the relationship or circumstance in the space provided or attach additional pages if necessary.

1. Do you, or any member of your immediate family, have a financial interest (direct or indirect) in any entity that has or seeks to have business dealings with USA Dodgeball?  
☐ Yes      ☐ No

If Yes, explain: \_\_\_\_\_

2. Do you, or any member of your immediate family, hold a position as an officer, director, trustee, partner, or employee of any organization that may compete with or have dealings with USA Dodgeball? ☐ Yes ☐ No

If Yes, explain: \_\_\_\_\_

3. Have you received any gifts, favors, or personal benefits valued over \$100 from any person or entity doing or seeking to do business with USA Dodgeball in the past 12 months? ☐ Yes ☐ No

If Yes, explain: \_\_\_\_\_

4. Are you aware of any situation in which your personal interests may conflict, or appear to conflict, with the interests of USA Dodgeball? ☐ Yes ☐ No

If Yes, explain: \_\_\_\_\_

5. Do you serve on any other nonprofit, sport, or business boards whose interests could be affected by decisions of USA Dodgeball? ☐ Yes ☐ No

If Yes, list organizations: \_\_\_\_\_

---

## Section C – Acknowledgment and Certification

By signing below, I certify that:

1. I have received, read, and understand *Schedule VI – Conflict of Interest Policy* of the USA Dodgeball Bylaws.
2. I agree to comply with that policy and to promptly disclose any actual or potential conflicts as they arise.
3. I understand that USA Dodgeball Inc. is a tax-exempt organization and that, to maintain its federal tax exemption, it must engage primarily in activities that accomplish its charitable and educational purposes.

---

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

---

**Administrative Use Only**



**Reviewed By:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Action Taken (if any):** \_\_\_\_\_

☐ No Conflict

☐ Conflict Resolved

☐ Referral to Judiciary Committee

# Exhibit VIII - Standard Memorandum of Understanding (MOU) Template for Transitional Affiliates

This Memorandum of Understanding ("MOU") establishes the framework for cooperation between **USA Dodgeball, Inc. ("USAD" or the "Organization")** and **[Name of New NGB]**, hereafter referred to collectively as the "Parties."

The purpose of this MOU is to support continued collaboration following **[Name of New NGB]**'s recognition as an independent National Governing Body (NGB) by the **World Dodgeball Federation (WDBF)**.

**Principles of Cooperation.** The Parties acknowledge their shared commitment to:

- Advancing the sport of dodgeball regionally and internationally;
- Upholding principles of fairness, inclusion, and athlete safety consistent with SafeSport, Ted Stevens Act, and WDBF standards;
- Promoting goodwill, transparency, and mutual respect in all cooperative activities.

**Scope of Collaboration.** The Parties agree to cooperate in the following areas:

1. **Competition and Event Coordination:** Joint promotion and coordination of regional tournaments, invitationals, and training camps to strengthen competition and foster cross-border development.
2. **Referee and Coach Development:** Mutual recognition of referee and coaching certifications issued under either Party's training system, provided they are consistent with WDBF standards.
3. **Athlete Development and Exchanges:** Support athlete training opportunities, joint clinics, and invitational team participation between both countries or territories.
4. **Technical and Educational Resources:** Share non-confidential training materials, tournament management tools, and safety templates to strengthen organizational capacity.
5. **Communication and Marketing:** Collaborate on awareness campaigns, media coverage, and digital promotion of dodgeball events in the North American region.
6. **Event Sanctioning and Brand Usage:** Each Party shall respect the other's authority to sanction events within its national or territorial jurisdiction. Co-sanctioned events must be approved in writing by both Parties.

**Governance and Dispute Resolution.** Each Party retains full autonomy in its internal governance, athlete eligibility rules, and domestic membership management. Disputes arising under this MOU shall first be addressed through good-faith consultation between designated representatives. If unresolved, the matter may be referred to WDBF's Continental Commission (or equivalent body) for facilitation of a resolution.

**Early Termination for Cause.** Either Party may terminate this MOU immediately upon written notice if the other Party materially breaches its obligations under this MOU or engages in conduct that, in the reasonable judgment of the terminating Party, compromises athlete safety, violates applicable law, or materially damages the reputation of USA Dodgeball or the sport.

Nothing in this MOU shall create a legal partnership or joint venture between the Parties.

**Financial and Resource Commitments.** This MOU does not obligate either Party to provide financial support or incur expenses on behalf of the other. Each Party shall bear its own costs associated with any cooperative activity unless otherwise agreed to in writing. When feasible, the Parties may jointly seek grants, sponsorships, or development funding for collaborative projects, subject to mutual consent.

**No Agency or Partnership.** Nothing in this MOU shall be construed to create an agency, joint venture, employment, or partnership relationship between the Parties. Each Party acts as an independent organization responsible for its own governance, finances, and obligations.

**Use of Names, Logos, and Intellectual Property.** Neither Party shall use the name, logo, or intellectual property of the other without prior written consent. Approved co-branded materials (e.g., event flyers, jerseys, or promotional assets) shall follow agreed brand-usage guidelines and credit both Parties appropriately.

**Term and Renewal.** This MOU takes effect upon the date of the last signature below and shall remain in effect for three (3) years. It may be renewed for successive three-year terms upon mutual written agreement. Either Party may terminate this MOU upon thirty (30) days' written notice to the other Party. This MOU may also be terminated early in accordance with the "Early Termination for Cause" clause set forth above.

**Relationship to Other Agreements.** This MOU is non-binding and does not supersede or replace any existing sanctioning agreements, athlete eligibility policies, or WDBF rules.

Any subsequent binding arrangements (e.g., co-sanctioned event agreements, shared insurance arrangements) must be executed as separate documents and approved by each Party's governing body.

---

**Designated Representatives.** Each Party shall appoint a primary point of contact responsible for implementing and monitoring this MOU:

For **USA Dodgeball Inc.**

For **[Name of New NGB]**

---

Name

---

Name

---

Title

---

Title

---

Email

---

Email

---

Phone

---

Phone

---

**Signatures**

Signed on behalf of **USA Dodgeball Inc.**

Signed on **behalf** of **[Name of New NGB]**

---

Signature

---

Signature

---

Name and Title

---

Name and Title

---

Date

---

Date

## Exhibit IX - Letter of Understanding Template for Early-Stage Affiliates

This Letter of Understanding (“LOU”) outlines the preliminary relationship between **USA Dodgeball, Inc. (“USAD” or the “Organization”)** and **[Name of Affiliate Organization]** (“Affiliate”) to promote the development of organized dodgeball within the Affiliate’s region prior to formal recognition as a *Transitional Affiliate Member*.

**Shared Intent.** Both parties affirm their mutual commitment to:

- Grow the sport of dodgeball safely and inclusively within the Affiliate’s territory.
- Uphold USAD’s mission, Code of Conduct, and athlete-safety standards.
- Work collaboratively toward compliance with World Dodgeball Federation (WDBF) membership expectations.

**Status and Scope.** This LOU does **not** create a formal membership or legal partnership. The Affiliate is granted **provisional recognition** for purposes of:

- Participating in USAD-sanctioned events (subject to approval).
- Receiving guidance, resources, and mentorship from USAD.
- Using USAD educational or branding materials only with prior written consent.

**Responsibilities.** Affiliate agrees to:

1. Designate a single point of contact to communicate with USAD.
2. Follow USAD’s safety, conduct, and sanctioning requirements for any local events.
3. Submit basic annual participation and operations data to support transparency and sport development.

**USAD agrees to:**

1. Provide access to league-development toolkits, policy templates, and safety resources.
2. Offer mentorship on governance, financial setup, and tournament operations.
3. Review the Affiliate’s progress toward Transitional Affiliate status at least annually.

**Duration and Review.** This LOU is valid for **one (1) year** from the date of signing and may be renewed upon mutual consent. Either Party may withdraw at any time by providing written notice. Either Party may also terminate this LOU immediately for cause if the other Party materially breaches its obligations or engages in conduct that compromises athlete safety, violates applicable law, or materially damages the reputation of USA Dodgeball or the sport.

**Non-Binding Understanding.** This LOU reflects good-faith cooperation only. It does not establish binding financial, legal, or organizational obligations. The Affiliate may not represent itself as an official Member Organization of USA Dodgeball until granted Transitional Affiliate status.

---

**Designated Representatives.** Each Party shall appoint a primary point of contact responsible for implementing and monitoring this MOU:

For **USA Dodgeball Inc.**

For **[Name of New Affiliate Organization]**

---

Name

---

Name

---

Title

---

Title

---

Email

---

Email

---

Phone

---

Phone

---

**Signatures**

Signed on behalf of **USA Dodgeball Inc.**

Signed on **behalf** of **[Name of New Affiliate Organization]**

---

Signature

---

Signature

---

Name and Title

---

Name and Title

---

Date

---

Date

## **Exhibit X - Waiver and Release of Liability Form**

**Purpose.** This Waiver and Release of Liability Form is a condition of membership in USA Dodgeball, Inc. ("USAD" or the "Organization"). This Policy applies to all participants in USAD-sanctioned tournaments, leagues, combines, and related programs as defined in Schedule XXI - Event Sanctioning Policy. By completing the registration form, each Member acknowledges and agrees to the terms herein.

Executed Waiver and Release of Liability Agreements shall be retained by the Secretary, Executive Director, or Event Organizer for a period of no less than seven (7) years following the conclusion of the Event, in accordance with Schedule XIX - Retention of Documents Policy.

**Compliance.** I agree to comply with all stated and customary terms, rules, and conditions for participation, including the USAD Bylaws, Code of Conduct Policy, and all other published USAD Regulations, including all policies incorporated into these Bylaws. If I observe any unusual or significant hazard during my presence or participation, I shall remove myself from participation and immediately notify the nearest event official.

**Acknowledgment of Risk.** I acknowledge and fully understand that participation in dodgeball involves inherent and significant risks of serious injury, including concussion, traumatic brain injury, permanent disability, or death. These risks may result from my own actions or inactions, the actions or inactions of others, the rules of play, unsafe conditions of premises, or faulty equipment. I accept personal responsibility for all damages or consequences arising from such injury or harm.

**Assumption of Risk.** I knowingly and freely assume all risks, both known and unknown, even if arising from the negligent acts or omissions of others, and assume full responsibility for my participation.

**Release and Indemnification.** I, for myself and on behalf of my heirs, assigns, personal representatives, and next of kin, hereby release and hold harmless USAD, its officers, Directors, employees, agents, coaches, volunteers, Member Organizations, sponsors, advertisers, and event facilities ("Releasees") from any and all claims of injury, disability, death, or damage to person or property, whether arising from negligence or otherwise, to the fullest extent permitted by law. I agree to indemnify and hold harmless the Releasees from any such claims, including reasonable attorney's fees and costs of defense. This release shall not waive or limit any rights or claims arising from acts of gross negligence or willful misconduct by USA Dodgeball, its officers, or representatives.

**Substance Use.** I agree not to participate in USAD-sanctioned activities or represent USAD while under the influence of alcohol, illegal substances, or any banned/prohibited drugs. I further agree not to engage in unlawful possession, distribution, or use of such substances during Events or while serving in any official capacity.

**Conduct.** I agree to comply with the **USAD Code of Conduct, SafeSport policies**, and any Event-specific rules. I understand that violations may result in disciplinary action, including suspension or termination of membership.

**Media and Likeness Authorization.** I hereby grant USAD, in perpetuity, the right to record, use, publish, and distribute my image, voice, and likeness (through photography, video, audio, streaming, broadcast, or other media) in connection with USAD-sanctioned Events and activities. Such rights may be used by USAD or its authorized partners for promotional, educational, or commercial purposes without compensation.

**Concussion Awareness.** I acknowledge that I have reviewed concussion awareness resources provided by the CDC (<https://www.cdc.gov/headsup/>) and understand the risks associated with head injuries. I agree to report symptoms promptly and remove myself from play if I suspect a concussion.

**Independent Membership Acknowledgment.** I acknowledge that my participation in USA Dodgeball is based solely on my individual membership and agreements with USAD. No club, league, or organization may bind USAD or act on its behalf unless expressly authorized in writing by USAD. Any third party that reimburses or supports my membership does so independently and without creating an affiliation or agency relationship with USAD.

Electronic submission of this Agreement through an online registration system shall constitute a legally binding signature for all purposes. Members completing registration digitally are deemed to have acknowledged and accepted the terms of this Policy.

**Signature & Certification.**

By submitting the registration form, I certify that I have read and voluntarily agree to this Waiver and Release of Liability Form.

- Participants age 18 or older: No additional signature required unless requested by USAD.
- Participants under 18: A parent/guardian must also sign and return this Form in addition to the registration form.

**Parent/Guardian Consent** (Required if under 18)

I, as parent/guardian with legal responsibility for this participant, consent and agree to the terms of this Waiver on behalf of my minor child. I release and hold harmless the Releasees from any and all liabilities incident to my child's participation, to the fullest extent permitted by law.

Minor Participant Name: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_

Date: \_\_\_\_\_