

U.S. ALL STAR FEDERATION

# The Code

of Conduct & Compliance

2024-25 MEMBERSHIP TERM

JUNE 1, 2024-MAY 31, 2025



## INTRODUCTION

The U.S. All Star Federation, Inc. (“USASF”) is a membership organization that sets standards and expectations for its Members as outlined in this Code of Conduct and Compliance (the “Code”). The purpose of the USASF is to foster a community and culture of health, safety, and excellence where Athletes and other participants can thrive in All Star Cheerleading and All Star Dance. Membership is a privilege bestowed on those who align with the USASF mission which seeks to promote a safe, positive environment for USASF Athletes and other Members; to support and grow the sports of All Star Cheerleading and All Star Dance; and to empower Athletes to achieve sustained competitive excellence in competition. This Code outlines USASF’s framework to promote the protection of our Members.

We are committed to fostering a culture that actively works to prevent the opportunity for abuse to occur. This Code provides a blueprint to reach that aim, as well as potential tools for its execution. All USASF Members must know the Code and understand its components. The safety and well-being of All Star athletes is dependent upon our whole All Star community.

This Code includes three main Sections with policies and regulations and applies to all Members and Functions. Specifically, it includes: (1) Conduct Regulations; (2) Abuse Prevention Policies; and (3) Compliance Policies.

This Code is effective **June 1, 2024**. USASF may update this Code at any time, unless otherwise stated, changes are effective immediately upon publication

## Table of Contents

<b>GLOSSARY.....</b>	<b>4</b>
<b>ARTICLE 1: JURISDICTION.....</b>	<b>10</b>
Section 1.1: Jurisdiction of the USASF.....	10
Section 1.2: Jurisdiction of the Member Club.....	10
<b>ARTICLE 2: PROHIBITED CONDUCT.....</b>	<b>11</b>
Section 2.2: Child Abuse.....	13
Section 2.3: Sexual Misconduct.....	13
Section 2.4: Emotional and Physical Misconduct.....	16
Section 2.5: Aiding and Abetting.....	20
Section 2.6: Misconduct Related to Reporting.....	20
Section 2.7 Misconduct Related to the USASF’s Process.....	21
Section 2.8: Retaliation.....	22
Section 2.9: Other Inappropriate Conduct.....	22
Section 2.10 Abuse Prevention Policies.....	23
<b>ARTICLE 3: ABUSE PREVENTION POLICIES (APP).....</b>	<b>24</b>
Section 3.1: Education And Training Policy.....	26
Section 3.2: Abuse Prevention Policies.....	29
<b>MODEL POLICY 1: ONE-ON-ONE INTERACTION.....</b>	<b>29</b>
<b>MODEL POLICY 2: ELECTRONIC COMMUNICATIONS AND SOCIAL MEDIA.....</b>	<b>31</b>
<b>MODEL POLICY 3: LOCKER ROOM.....</b>	<b>34</b>
<b>MODEL POLICY 4: LODGING.....</b>	<b>35</b>
<b>MODEL POLICY 5: TRANSPORTATION.....</b>	<b>36</b>
<b>MODEL POLICY 6: RECOMMENDED POLICIES.....</b>	<b>37</b>
<b>ARTICLE 4: REPORTING, RESPONSE &amp; RESOLUTION PROCEDURES.....</b>	<b>38</b>
Section 4.1: Legal Obligations and General Requirements.....	38
Section 4.2: Reporting Requirements.....	39
Section 4.3: Anonymous Reports and Confidentiality.....	40
Section 4.4: Intake.....	41
Section 4.5: Initiating Response.....	41
Section 4.6: Participant Rights.....	41
Section 4.7: Interim Measures.....	42
Section 4.8: Substantive Standards and Procedural Rights.....	43
Section 4.9: Standard of Proof.....	43
Section 4.10: Statute of Limitations or Other Time Bars.....	43
Section 4.11: Related Proceedings.....	43
Section 4.12 Investigation.....	43
Section 4.13: Impartiality.....	44
Section 4.14: Confidentiality.....	45

Section 4.16: Appeal Process..... 47

**ARTICLE 5: FLAGGED SCREENING..... 49**

Section 5.1 – Background Screening Process.....49

Section 5.2 – Criminal History and Criterion Offenses..... 50

Section 5.3 – Initiating the Procedure..... 51

Section 5.4 – Committee Review..... 52

Section 5.5 Decision.....53

**ARTICLE 6: COMPLIANCE POLICY.....55**

Section 6.1: Misrepresentation.....55

Section 6.2: Sanctioned Events..... 55

Section 6.3: Drugs and/or Alcohol..... 57

Section 6.4: Soliciting and/or Recruiting.....58

Section 6.5: Worlds Release.....58

**Attachment A. Athlete Member Agreement..... 61**

**Attachment B. Coach Member Agreement..... 62**

**Attachment C. Club Member Agreement.....63**

**Attachment D. Diversity, Equity, Inclusion and Sensitivity Statement.....65**

## GLOSSARY

**Adult Athlete:** Any individual who is a USASF Member who is or will be on a team representing a USASF Member Club and is, or will be 18 years of age, on or before the end of the current Membership term (collectively, with Minor Athlete, referred to as “Athlete”).

**Adult Member:** Any individual who is 18 years of age or older who is a USASF Member under the following Membership categories: Athlete, Coach, Club Owner, Personnel, and/or Associate.

**Adult Participant:** Any individual who is 18 years of age or older that is authorized, approved, or appointed by a Member Club to have Regular Contact with or Authority over Minor Athletes. This may include, but is not limited to, Coaches, volunteers, contract personnel, Adult Athletes, and/Club staff or board members, regardless of their Membership status with the USASF.

**Affiliate:** Any United States based entity that is a USASF Member and (1) supplies products and/or services to the All-Star Cheer and/or Dance industries, or (2) is a corporate sponsor or official partner of USASF.

**Applicant:** An individual or entity who has applied for Membership of USASF but has not yet completed all eligibility requirements for the applied-for Membership category.

**Associate:** Any individual or entity that is a USASF Member whose services do not fit into any other Membership categories.

**Authority:** When one person’s position over another person is such that, based on the totality of the circumstances, they have the power or right to direct, control, give orders to, or make decisions for that person. Also see the Power Imbalance.

**Banned:** An individual or entity permanently prohibited from participating in any capacity in any Function or Event authorized by, organized by, or under the auspices of the USASF or at a facility under the jurisdiction of the same.

**Bullying:** Repeated or severe behavior(s) that are (a) aggressive (b) directed at a Minor, and (c) intended or likely to hurt, control, or diminish the Minor emotionally, physically, or sexually. Bullying-like behaviors directed at adults are addressed under other forms of misconduct, such as hazing or Harassment.

**Child Abuse:** The term “child abuse” has the meaning set forth in Section 203 of the Victims of Child Abuse Act of 1990 (34 U.S.C. § 20341) or any applicable state law.

**Claimant:** The person who is alleged to have experienced conduct that constitutes a USASF policy or Code violation.

**Close-in-Age Exception:** An exception applicable to certain policies when an Adult Participant does not have Authority over a Minor Athlete *and* is not more than four years older than the Minor Athlete (e.g., a 19-year-old and a 16-year-old) at the time of the interaction.

**Club:** Any United States based company or organization who is a USASF Member that trains Adult and/or Minor Athletes in cheer and/or dance from which one or more teams that may attend USASF sanctioned and/or sponsored Events.

**Club Owner:** An individual who is also a Coach Member of USASF and owns, either in whole or in part, a Member Club or is a managing director of a Club that is owned by an entity that is not closely held. Regardless of whether this individual trains Athletes, the Club Owner has Authority over Athletes (See Authority).

**Coach:** Individuals who are USASF Members who are Club owners and/or who train Athlete(s) in cheer and/or dance. Coaches train and have Authority over Athlete(s) in All Star Cheer and/or Dance (See Authority).

**Code:** The USASF Code of Conduct and Compliance as it may be updated from time-to-time.

**Consent:** Informed and voluntary agreement demonstrated by clear words or actions, indicating a person who is legally and functionally competent has indicated approval or permission to engage in a mutually agreed upon activity. Consent to any one form of activity does not automatically imply Consent for any other forms of activity. Once given, Consent can be withdrawn. Previous relationships or prior Consent does not imply Consent to future sexual activity. Consent cannot be obtained: (a) by Force, (b) by taking advantage of the Incapacitation of another, (c) from someone who lacks Legal Capacity, (d) when a Power Imbalance exists.

**Days:** Unless expressly provided otherwise, the term “days” shall mean business days, which excludes weekends and national holidays.

**Dual Relationships:** An exception applicable to certain policies when an Adult Participant has a dual role or relationship with a Minor Athlete and the Minor Athlete’s parent/guardian has provided written consent during the current Member term authorizing the exception.

**Event Producer:** Any United States based company or organization who is a USASF Member that hosts one or more competitive events in the United States and have All Star Cheer and/or Dance Divisions.

**Event:** Any competitive event in the United States that is sponsored, sanctioned, affiliated, or produced by a USASF Member that contains one or more competitive events and has an All Star Cheer and/or Dance Division(s).

**Force** includes (a) the use of physical violence, (b) threats, (c) intimidation, and (d) coercion.

- a. Physical violence means that a person is exerting control over another person using physical force. Examples of physical violence include hitting, punching, slapping, kicking, restraining, strangling, and brandishing or using any weapon.
- b. Threats are words or actions that would compel a reasonable person to engage in unwanted sexual activity. Examples include threats to harm a person physically, to reveal private information to harm a person’s reputation or to deny a person’s ability to participate in sports.
- c. Intimidation is an implied threat that menaces or causes reasonable fear in another person. A person’s size, alone, does not constitute intimidation; however, a person’s size may be used in a way that constitutes intimidation (e.g., blocking access to an exit).
- d. Coercion is the use of an unreasonable amount of pressure to gain intimate or sexual access. Coercion is more than an effort to persuade, entice, or attract another person to engage in sexual activity. When a person makes clear their decision not to participate in a

form of Sexual Contact or Sexual Intercourse, their decision to stop, or their decision not to go beyond a certain sexual interaction, continued pressure can be coercive. Whether conduct is coercive may depend on: (i) the frequency of the application of the pressure, (ii) the intensity of the pressure, (iii) the degree of isolation of the person being pressured, and (iv) the duration of the pressure.

**Function:** All travel, lodging, practice, competition, exhibitions, and/or any other All Star related activity or Event.

**Grooming:** The process whereby a person engages in a series or pattern of behaviors with a goal of engaging in Sexual Misconduct. Grooming is initiated when a person seeks out a vulnerable Minor. Once selected, offenders will then earn the Minor's trust, and potentially the trust of the Minor's family. After the offender has engaged the Minor in sexually inappropriate behavior, the offender seeks to maintain control over the Minor. Grooming occurs through direct, in-person, or online contact.

**Harassment:** Repeated or severe conduct that (a) causes fear, humiliation, or annoyance, (b) offends or degrades, (c) creates a Hostile Environment (as defined herein), or (d) reflects a discriminatory bias in an attempt to establish dominance, superiority, or power over an individual or group based on age, race, ethnicity, culture, religion, national origin, or mental or physical disability; or (e) any act or conduct described as harassment under federal or state law.

**Hostile Environment:** Exists when, from a subjective and objective perspective, conduct is sufficiently severe, persistent, or pervasive such that it interferes with, limits, or deprives any individual of the opportunity to participate in any program, activity, Function, and/or Event.

**Incapacitation:** Incapacitation means that a person lacks the ability to make informed, rational judgments about whether to engage in sexual activity. A person who is Incapacitated is unable, whether temporarily or permanently, to give Consent because of mental or physical helplessness, sleep, unconsciousness, or lack of awareness that sexual activity is taking place. A person may be Incapacitated because of consuming alcohol or other drugs, or due to a temporary or permanent physical or mental health condition.

Incapacitation is a state beyond drunkenness or intoxication. A person is not necessarily Incapacitated merely because of drinking or using drugs. The impact of alcohol and other drugs varies from person to person and is evaluated under the specific circumstances of a matter.

A Respondent's being impaired by alcohol or other drugs is not a defense to any violation of the Code.

The Consent construct can also be applied to other forms of non-sexual conduct, such as hazing or other forms of Physical or Emotional misconduct. It is a violation of the Code for a Member to engage in Sexual Contact or Sexual Intercourse without Consent.

**Interim Measures:** Steps taken in response to allegations of a USASF rule, term, standard, policy or Code violation, the USASF, at its discretion, may mandate a Member's participation in cooperative actions or supportive measures. The Member's eligibility to participate may be restricted pending final resolution.

**In-Program Contact:** Any contact (including communications, interactions, or activities) between an Adult Participant and any Athlete(s) related to participation in All Star Cheer and/or Dance. Examples of In-Program Contact include, but are not limited to competition, practices, camps/clinics, training/instructional sessions, meals or outings, team travel, team- or sport-related relationship-building activities, celebrations, award ceremonies, banquets, team- or sport-related fundraising or community service, sport education, or competition site visits.

**Intimate or Romantic Relationship:** A close personal relationship—other than a familial relationship—that exists independently and outside of the All-Star Cheerleading and Dance relationship. Whether a relationship is intimate is based on the totality of the circumstances, including: Regular Contact or interactions outside of or unrelated to the All Star Cheerleading and Dance relationship (electronically or in person), the parties’ emotional connectedness, significant travel together sharing the same room, the exchange of gifts, ongoing physical or intimate contact or sexual activity, identify as a couple, the sharing of sensitive personal information, or intimate knowledge about each other’s lives outside the All-Star Cheerleading and Dance relationship.

**Junior Personnel:** Any individual Member under the age of 18 years associated with and serves in an official capacity for the Member Club, who serves under the direct supervision of an adult.

**Jurisdiction:** Includes any sanctioned Event or Functions (including all travel and lodging in connection with the Event or Function) by USASF or a Member Club, or any facility that the Member Club owns, leases, or rents for practice, training, or competition.

**Legal Capacity:** Minors, any individual under the age of 18, cannot Consent to conduct of a sexual nature. While the legal age of Consent varies under state and federal law, the age of capacity under the USASF policies and codes is 18.

**Mandatory Reporter:** An individual required by law to report to the appropriate federal, state, or local agencies, if they know, suspect, or have reason to believe that Child Abuse is occurring. The list of “Mandatory Reporters” now includes any adult authorized to interact with a Minor Athlete at a sports organization, facility, Event, or treatment.

**Member:** Any individual or entity that has completed all eligibility requirements for the Member category. Any reference to “Member” in any USASF policy or code applies to all Membership categories, unless otherwise specified.

**Member Organization:** Any entity who is a USASF Member under the following Membership categories: Event Producer, Club, Affiliate, and/or Associate.

**Minor Athlete:** Any individual who is a USASF Member who is or will be on a team representing a USASF Member Club and is under the age of 18 years old during the current Membership term (collectively, with Adult Athlete, referred to as “Athlete”).

**Minor or Child:** An individual who is, or is believed to be, under the age of 18.

**Observable and Interruptible:** Able to be seen and/or heard by another adult and another adult must be able to interrupt the interaction easily.

**Official Warning:** Written communication that the USASF found the Respondent violated one or more USASF policies and/or codes. The Member may or may not have Sanctions imposed in such communication.

**One-on-One Interaction/Contact:** Interactions, meetings, and/or training between a Minor Athlete and one Adult Participant (who is not the Minor Athlete’s parent/guardian), which is not within an Observable and Interruptible distance from another adult.

**Out-of-Program Contact:** Any contact between an unrelated Adult Participant and Minor Athlete, which is not pertaining to In-Program activities, Functions, or Events (e.g., trips, meals, or gifts without any direct correlation to All Star Cheer and/or Dance activities).

**Personnel:** An individual, non-Coaching Member of USASF who is 18 years of age or older associated with and serves in an official capacity for or at the behest of a Member Club.

**Power Imbalance:** A power imbalance may exist where, based on the totality of the circumstances, one person has supervisory, evaluative, or other authoritative power and/or influence over another. Whether there is a Power Imbalance depends on several factors, including but not limited to: the nature and extent of the supervisory, evaluative, or other authoritative power and/or influence over the person; the actual relationship between the parties; the parties’ respective roles; the perceived Authority in the relationship; the nature and duration of the relationship; the age of the parties involved; whether there is an aggressor; and/or whether there is a significant disparity in age, size, strength, or mental capacity. (See Authority).

Once a Coach-Athlete relationship is established, a Power Imbalance is presumed to exist throughout the Coach-Athlete relationship regardless of age (e.g., 30 y.o. Coach & 24 y.o. Athlete). If the Coach-Athlete relationship is established when the Athlete is a Minor, a Power Imbalance is presumed to continue after the Coach-Athlete relationship terminates until the Athlete reaches 20 years of age.

A Power Imbalance may exist but is not presumed, when an Intimate Relationship existed before the sport relationship (e.g., a relationship between two spouses or life partners that preceded the sport relationship).

**Probation:** A specified period of time during which any violations of the Code may result in additional disciplinary measures, likely including a period of Suspension or permanent ineligibility. This Sanction may also include loss of privileges or other conditions, restrictions, or requirements.

**Regular Contact:** Ongoing interactions during a 12-month period wherein an Adult Participant is in a role of direct and active engagement with any Athlete(s).

**Respondent:** A Member who is alleged to have violated a USASF policy or code.

**Retaliation:** Any adverse action or threat to take any adverse action against any person related to allegations of Prohibited Conduct.

**Revocation of Membership:** Removal of Membership from an individual or entity, including any rights and privileges associated with Membership.

**Sanctions:** USASF may, in its discretion, impose sanctions in response to a violation of a USASF rule, term, policy and/or code, including, but not limited to, monetary fine, Membership Suspension, Probation, Revocation of Membership, other loss of privilege, no contact directives, requirement to complete educational or other programs, and/or other restrictions or conditions as deemed necessary or appropriate.

**Sexual Contact:** Any intentional touching of a sexual nature, however slight, with any object or body part, by a person upon another person. Sexual Contact includes but is not limited to: (a) kissing, (b) intentional touching of the breasts, buttocks, groin, or genitals, whether clothed or unclothed, or intentionally touching of another with any of these body parts; and (c) making another touch themselves, the Member, or someone else with or on any of these body parts.

**Sexual Intercourse:** Any penetration, however slight, with any object or body part, by a person upon another person. Sexual Intercourse includes (a) vaginal penetration by a penis, object, tongue, or finger; (b) anal penetration by a penis, object, tongue, or finger; and (c) any contact, no matter how slight, between the mouth of one person and the genitalia of another person.

**Sexual Misconduct:** Conduct that includes but is not limited to: Sexual or Gender-related Harassment; Non-consensual Sexual Contact (or attempts to commit the same); Non-consensual Sexual Intercourse (or attempts to commit the same); Sexual Exploitation; Bullying, hazing, or other inappropriate conduct of a sexual nature.

**Suspension (or other eligibility restrictions):** A temporary withdrawal of rights or privileges afforded a USASF Member. Suspension is for a specified period of time during which a USASF Member may not participate, in any capacity, in any program, activity, Event, Function, or competition sponsored by, organized by, or under the auspices of the USASF, or at a facility under the jurisdiction of the same. In USASF's discretion, a Suspension may include restrictions or prohibitions from some types of participation but allowing participation in other capacities. A Suspended Member is eligible to return to participation after the Suspension lapses, but reinstatement may be subject to certain restrictions or contingent upon the Member satisfying specific conditions noted at the time of Suspension.

**Third-Party Reporter:** Reports brought by individuals other than the Claimant are referred to as "third-party reports" and those bringing them are "third-party reporters."

# ARTICLE 1: JURISDICTION

## **Section 1.1: Jurisdiction of the USASF**

The USASF has Jurisdiction to investigate and resolve allegations that a Member engaged in one or more of the following:

- a. Sexual Misconduct, including without limitation child sexual abuse and any misconduct that is reasonably related to an underlying allegation of Sexual Misconduct;
- b. Criminal charges or dispositions involving Child Abuse or Sexual Misconduct;
- c. Misconduct related to reporting, where the underlying allegation involves Child Abuse or Sexual Misconduct;
- d. Misconduct related to Aiding and abetting, Abuse of Process, or Retaliation when it relates to USASF's processes;
- e. Emotional and Physical Misconduct, including stalking, Bullying Behaviors, hazing, and Harassment;
- f. Non-sexual Child Abuse;
- g. Criminal charges or dispositions not involving Child Abuse or Sexual Misconduct;
- h. Other Prohibited Conduct, as outlined herein;
- i. Abuse Prevention Policies or other similar policy violations; and/or
- j. Violations of the Compliance Policies.

If the USASF accepts jurisdiction, it will use the resolution procedures set forth in this Code. The USASF may reassess its jurisdictional decision at any time.

## **Section 1.2: Jurisdiction of the Member Club**

- a. When allegations are presented to the Member Club, the Member Club should take necessary and appropriate measures, up to and including a suspension from the Club, to investigate and address any allegations of misconduct, as well as contacting the appropriate law enforcement agency, if necessary.
- b. After the Member Club completes Subsection (a) above, the Member Club will immediately report to USASF the allegations of misconduct, as well as provide all documentation and/or information related to the allegations, including but not limited to contact information for all individuals/entities involved and report/case number: (1) received and/or created during the Member Club's investigation; and (2) provided to and/or received from the appropriate law enforcement agency.
- c. If USASF expressly exercises jurisdiction over allegations regarding a particular Member, the USASF will issue a Notice of Investigation and Allegation (NOIA) to the Member and when applicable the Member Club, at which point the Member Club may implement any necessary safety plan(s) or Interim Measure(s).

## **ARTICLE 2: PROHIBITED CONDUCT**

The privilege of Membership in the USASF and/or participation in a USASF Function may be subject to Interim Measures, Sanctions, and/or Revocation of Membership, if a Member's conduct is or was inconsistent with this Code or the best interest of All Star Cheerleading and Dance and those who participate in it. It is a violation of the Code for a Member Club to engage in or tolerate: (1) Prohibited Conduct, as outlined in the Code; (2) any conduct that would violate any standards promulgated by the USASF or the Member Club that are analogous to Prohibited Conduct and that existed at the time of the alleged conduct; or (3) any conduct that would violate social norms analogous to Prohibited Conduct that existed at the time of the alleged conduct, including all applicable criminal or civil laws.<sup>1</sup>

Prohibited Conduct includes:

- 1. Criminal Charges or Dispositions**
- 2. Child abuse**
- 3. Sexual Misconduct**
- 4. Emotional and Physical Misconduct, including stalking, Bullying, hazing, and Harassment**
- 5. Aiding and Abetting**
- 6. Misconduct Related to Reporting**
- 7. Misconduct Related to the USASF's Process**
- 8. Retaliation**
- 9. Other Inappropriate Conduct**
- 10. Violation of Abuse Prevention Policies / Proactive Policies**

### Section 2.1: Criminal Charge or Disposition

Criminal conduct is relevant to an individual's fitness to participate in All Star Cheerleading and Dance. The age of a criminal charge or disposition is not relevant to whether a violation of the Code occurred but may be considered for Sanctioning purposes. The USASF reviews criminal charges or dispositions involving Sexual Misconduct or Child Abuse, and any prior consideration, or

---

<sup>1</sup> The focus of this provision is on community standards in place at the time of the alleged conduct. The question is: Would a reasonable person at the time of the alleged conduct occurred have had notice that the alleged conduct would have violated community standards and norms as those standards were generally expressed in then applicable criminal or civil statutes, or other applicable community standards? The USASF need not establish every element of a crime, nor must it apply any evidentiary standards or burdens of proof other than those provided in this Code.

finding by a Member Club, regarding a criminal disposition involving Sexual Misconduct or Child Abuse is not relevant to the USASF's determination.

a. **Prohibited Criminal Charges & Dispositions:** - It is a violation of the Code for a Member to have a criminal charge or disposition listed below. All Members, except for Minor Athletes, are required to report to the USASF any Criminal Charge(s) and/or Disposition(s) including but not limited to:

1. Any felony;
2. All sexual crimes, criminal offenses of a sexual nature to include but not limited to: rape, child molestation, sexual battery, lewd conduct, possession and/or distribution of child pornography, possession and/or distribution of obscene material, prostitution, indecent exposure, public indecency, and/or any sex offender registrant;
3. Harm to a Minor, including but not limited to: offenses such as child abandonment, child endangerment/neglect/abuse, contributing to the delinquency of a Minor, and DUI with a Minor;
4. Violence against a person, Force, or threat of Force (including crimes involving deadly weapons and domestic violence);
5. Stalking, Harassment, blackmail, violation of a protection order, and/or threats;
6. Destruction of property, including arson, vandalism, and criminal mischief;
7. Any drug related offenses;
8. Animal abuse, cruelty, and/or neglect; and/or
9. Criminal offenses including "Attempted Crimes" in the above classifications.

b. **Criminal Disposition:**

1. It is a violation of the Code for a Member to be or have been subject to any disposition or resolution of a criminal proceeding for the items mentioned in Section 2.1(a)(1)-(9); including, but not limited to: an adjudication of guilt or admission to a criminal violation, a plea to the charge or a lesser included offense, a plea of no contest, any plea analogous to an Alford or Kennedy plea, the disposition of the proceeding through a diversionary program, deferred adjudication, deferred prosecution, disposition of supervision, conditional dismissal, juvenile delinquency adjudication, or similar arrangement.
2. Notwithstanding the provisions of Section 2.1.a.1 herein above, it is not a violation of the Code for a Member to be or have been subject to a resolution of a criminal proceeding that results in a not-guilty finding.

**c. Criminal Charge:**

1. It is a violation of the Code for a Member to have any pending/new criminal charge(s) or warrant(s) for arrest for the items mentioned in Section 2.1(a)(1)-(9) during the Membership term.
2. When assessing whether conduct constitutes a criminal charge or disposition, the USASF may assess and rely upon the original charges, amended charges, and/or those to which a plea was entered.
3. If the USASF learns of any other crimes other than those listed in Section 2.1(a)(1)-(9), USASF reserves the right to consider those crimes as well as the totality of the circumstances in all cases for the fitness of Membership.
4. A Member who wishes to challenge the USASF's decision related to a flagged screening may follow the procedures outlined in Article 5 of this Code.

**d. Sex Offender Registry:**

Anyone who is currently on any state, federal, territorial, or tribal sex offender registry may not become a Member of USASF.

**Section 2.2: Child Abuse**

It is a violation of the Code for a Member to engage in Child Abuse.

**Section 2.3: Sexual Misconduct**

It is a violation of the Code for a Member to engage in Sexual Misconduct. Sexual Misconduct offenses include, but are not limited to:

- a. Sexual Harassment**
- b. Non-consensual Sexual Contact (or attempts to commit the same)**
- c. Non-consensual Sexual Intercourse (or attempts to commit the same)**
- d. Sexual Exploitation**
- e. Exposing a Minor to Sexual Content/Imagery**
- f. Sexual Bullying Behavior**
- g. Sexual Hazing**
- h. Other inappropriate conduct of a sexual nature**

**Sexual Harassment:**

Sexual harassment is any unwelcome sexual advance, request for sexual favors, or other unwanted conduct of a sexual nature, whether verbal, non-verbal, graphic, physical, or otherwise when the conditions outlined in (1) or (2) below are present.

Sexual harassment includes Harassment related to gender, sexual orientation, gender identity, or gender expression, which may include acts of aggression, intimidation, or hostility, whether verbal or non- verbal, graphic, physical, or otherwise, even if the acts do not involve conduct of a sexual nature, when the conditions outlined in (1) or (2), below, are present.

1. Submission to such conduct is made, either explicitly or implicitly, a term or condition of any person's standing in All Star Cheerleading and Dance, or participation in All Star Functions; or when submission to or rejection of such conduct is used as the basis for sporting decisions affecting the individual (often referred to as "quid pro quo" harassment); or
2. Such conduct creates a Hostile Environment. A "Hostile Environment" exists when the conduct is sufficiently severe, persistent, or pervasive such that it interferes with, limits, or deprives any individual of the opportunity to participate in any program, activity, Function, and/or Event. The Conduct must be deemed severe, persistent, or pervasive from both a subjective and an objective perspective.

Whether a Hostile Environment exists depends on the totality of known circumstances, including, but not limited to:

- i. The frequency, nature, and severity of the conduct;
- ii. Whether the conduct was physically threatening;
- iii. The effect of the conduct on the Claimant's mental or emotional state;
- iv. Whether the conduct was directed at more than one person; and
- v. Whether the conduct arose in the context of other discriminatory conduct.
- vi. Whether the conduct unreasonably interfered with any person's All Star Cheer and Dance programs or activities;
- vii. Whether the conduct implicates concerns related to protected speech

A Hostile Environment can be created by persistent or pervasive conduct or by a single or isolated incident that is sufficiently severe. The more severe the conduct, the less need there is to show a repetitive series of incidents to prove a Hostile Environment, particularly if the conduct is physical. A single incident of Sexual Contact without Consent, for example, may be sufficiently severe to constitute a Hostile Environment. In contrast, the perceived offensiveness of a single verbal or written expression, standing alone, is typically not sufficient to constitute a Hostile Environment.

- b. **Nonconsensual Sexual Contact:** It is a violation of the Code for a Member to engage in Sexual Contact without Consent.

- c. **Nonconsensual Sexual Intercourse:** It is a violation of the Code for a Member to engage in Sexual Intercourse without Consent.

- d. **Sexual Exploitation:**

It is a violation of the Code for a Member to engage in Sexual Exploitation. Sexual Exploitation occurs when a Member:

1. Allows third parties to observe private sexual activity from a hidden location (e.g., closet) or through electronic means (e.g., Skype or live streaming of images) without Consent of all parties involved in the sexual activity;
2. Records or photographs private sexual activity or a person's intimate parts (including genitalia, groin, breasts, or buttocks) without Consent of all parties in the recording or photo;
3. Engages in voyeurism (e.g., watching private sexual activity or viewing another person's intimate parts when that person would have a reasonable expectation of privacy), without Consent of all parties being viewed;
4. Disseminates, shows or posts images of private sexual activity or a person's intimate parts (including genitalia, groin, breasts, or buttocks) without prior Consent of the person depicted in the images;
5. Intentionally exposes another person to a sexually transmitted infection or virus without that person's knowledge; and/or
6. Engages in solicitation of prostitution or prostituting or trafficking another person.

- e. **Exposing a Minor to Sexual Content/Imagery:**

1. An Adult Member violates this Code by intentionally exposing a Minor to content or imagery of a sexual nature, including but not limited to, pornography, sexual comment(s), sexual gestures, or sexual situation(s).
2. This provision does not exclude the possibility that similar behavior between adults could constitute other Sexual Misconduct, as defined in the Code.

- f. **Sexual Bullying Behavior**

1. Repeated or severe behavior(s) of a sexual nature that are (a) aggressive, (b) directed at a Minor, and (c) intended or likely to hurt, control, or diminish the Minor emotionally, physically, or sexually. Sexual Bullying-like Behaviors directed at adults are addressed under other forms of misconduct, such as Sexual Hazing or Sexual Harassment.
2. Sexual Bullying Behavior also includes Bullying behavior related to gender, sexual orientation, gender identity, or gender expression, even if the acts do not involve conduct of a sexual nature.

3. Examples of Sexual Bullying Behavior may include, without limitation, ridiculing or taunting that is sexual in nature or based on gender or sexual orientation (real or perceived), gender traits or behavior, or teasing someone about their looks or behavior as it relates to sexual attractiveness.
4. Conduct may not rise to the level of Sexual Bullying Behavior if it is merely rude (inadvertently saying or doing something hurtful), mean (purposefully saying or doing something hurtful, but not as part of a pattern of behavior), or arising from conflict or struggle between persons who perceive they have incompatible views or positions. Bullying does not include professionally accepted coaching methods of skill enhancement, physical conditioning, team building, appropriate discipline, or improved Athlete performance.

**g. Sexual Hazing**

1. Any conduct of a sexual nature that subjects another person, whether physically, mentally, emotionally, or psychologically, to anything that may endanger, abuse, humiliate, degrade, or intimidate the person as a condition of joining or being socially accepted by a group, team, or organization.
2. Sexual Hazing also includes hazing related to gender, sexual orientation, gender identity, or gender expression, even if the acts do not involve conduct of a sexual nature.
3. Purported Consent by the person subjected to Sexual Hazing is not a defense, regardless of the person's perceived willingness to cooperate or participate.
4. Conduct may not rise to the level of Sexual Hazing if it is merely rude (inadvertently saying or doing something hurtful), mean (purposefully saying or doing something hurtful), or arising from conflict or struggle between persons who perceive they have incompatible views or positions. Hazing does not include professionally accepted coaching methods of skill enhancement, physical conditioning, team building, appropriate discipline, or improved Athlete performance.

**h. Other Inappropriate Conduct of a Sexual Nature**

It is a violation of the Code for a Participant to engage in any Other Inappropriate Conduct of a sexual nature, as further defined in the corresponding sections below.

**Section 2.4: Emotional and Physical Misconduct**

It is a Code violation for a Member to engage in emotional or physical misconduct, when that misconduct occurs within a context that is reasonably related to All Star Cheerleading and Dance, which includes, without limitation:

- a. Emotional Misconduct;
- b. Physical Misconduct;
- c. Bullying Behavior;
- d. Hazing; and/or
- e. Harassment.

**a. Emotional Misconduct**

Emotional misconduct includes (a) Verbal Acts, (b) Physical Acts, (c) Acts that Deny Attention or Support, (d) Criminal Conduct, or (e) Stalking. Emotional misconduct is determined by objective behaviors, not whether harm is intended or results from the behavior.

1. Verbal Acts:

Repeatedly and excessively verbally assaulting or attacking someone personally in a manner that serves no productive training or motivational purpose.

2. Physical Acts:

Repeated or severe physically aggressive behaviors, including but not limited to, throwing equipment, water bottles or chairs at or in the presence of others, punching walls, windows, or other objects.

3. Acts that Deny Attention or Support:

Ignoring or isolating a person for extended periods of time, including routinely or arbitrarily excluding a Member from practice.

4. Criminal Conduct:

Emotional misconduct includes any act or conduct described as emotional abuse or abuse by any federal or state law.

5. Stalking

i. Stalking occurs when a person purposefully engages in a course of conduct directed at a specific person, and knows or should know, that the course of conduct would cause a reasonable person to (i) fear for their safety, (ii) the safety of a third person, or (iii) to experience substantial emotional distress.

ii. “Course of conduct” means at least two or more acts, in which a person directly, indirectly, or through third parties, by any action, method, device, or means, follows, monitors, observes, surveils, threatens, or communicates to or about another person, or interferes with another person’s property. “Substantial emotional distress” means significant mental suffering or anguish.

iii. Stalking also includes “cyber-stalking,” wherein a person stalks another using electronic media, such as the internet, social networks, blogs, cell phones, texts, or other similar devices or forms of contact.

6. Exclusions:

Emotional misconduct does not include professionally accepted coaching methods of skill enhancement, physical conditioning, team building, appropriate discipline, or improved Athlete performance. Emotional misconduct also does not include conduct reasonably accepted as part of All Star Cheerleading and Dance or conduct reasonably accepted as part of Member’s participation.

**b. Physical Misconduct**

Physical misconduct is any intentional contact or non-contact behavior that causes physical harm to another or causes another to reasonably believe physical harm was imminent. Examples of physical misconduct may include, without limitation:

1. Contact violations:

Punching, beating, biting, striking, strangling, or slapping another; intentionally hitting another with objects, such as sporting equipment.

2. Non-contact violations:

Isolating a person in a confined space, such as locking an Athlete in a small space; forcing an Athlete to assume a painful stance or position for no athletic purpose (e.g., requiring an Athlete to kneel on a harmful surface); withholding, recommending against, or denying adequate hydration, nutrition, medical attention, or sleep; encouraging or knowingly permitting an Athlete to return to play prematurely following a serious injury (e.g., a concussion) without the clearance of a medical professional; providing, assisting in providing, or condoning the consumption of alcohol to a person under the legal drinking age; providing, assisting in providing, or condoning the consumption of illegal drugs or non-prescribed medications to another.

3. Criminal Conduct:

Physical misconduct includes any act or conduct described as physical abuse or misconduct under federal or state law (e.g., Child Abuse, assault, battery).

4. Exclusions:

Physical misconduct does not include professionally accepted coaching methods of skill enhancement, physical conditioning, team building, appropriate discipline, or improved Athlete performance. For example, hitting, punching, and kicking another are well-regulated forms of contact in combat sports, but have no place in All Star Cheer and Dance. Physical

misconduct also does not include conduct reasonably accepted as part of All Star Cheerleading and Dance or conduct reasonably accepted as part of Member's participation.

**c. Bullying Behavior**

Bullying is repeated or severe behavior(s) that are (a) aggressive, (b) directed at a Minor, and (c) intended or likely to hurt, control, or diminish the Minor emotionally, physically, or sexually. Bullying-like behaviors directed at adults are addressed under other forms of misconduct, such as Hazing or Harassment. Examples of Bullying may include, without limitation, repeated or severe:

1. Physical:  
Hitting, pushing, punching, beating, biting, striking, kicking, strangling, slapping, spitting at, or throwing objects (such as sporting equipment) at another person.
2. Verbal:  
Ridiculing, taunting, name-calling or intimidating or threatening to cause someone harm.
3. Social, including cyberbullying:  
Use of rumors or false statements about someone to diminish that person's reputation; using electronic communications, social media or other technology to harass, frighten, intimidate or humiliate someone; socially excluding someone and asking others to do the same.
4. Criminal Conduct:  
Bullying Behavior includes any conduct described as Bullying under federal or state law.
5. Exclusions:  
Conduct may not rise to the level of Bullying Behavior if it is merely rude (inadvertently saying or doing something hurtful), mean (purposefully saying or doing something hurtful, but not as part of a pattern of behavior), or arising from conflict or struggle between persons who perceive they have incompatible views or positions. Bullying does not include professionally accepted coaching methods of skill enhancement, physical conditioning, team building, appropriate discipline, or improved Athlete performance.

**d. Hazing**

Any conduct that subjects another person, whether physically, mentally, emotionally, or psychologically, to anything that may endanger, abuse, humiliate, degrade, or intimidate the person as a condition of joining or being socially accepted by a group, team, or organization. Purported Consent by the

person subjected to hazing is not a defense, regardless of the person's perceived willingness to cooperate or participate. Examples of Hazing include:

1. Contact acts:

Tying, taping, or otherwise physically restraining another person; beating, paddling or other forms of physical assault.

2. Non-contact acts:

Requiring or forcing the consumption of alcohol, illegal drugs or other substances, including participation in binge drinking and drinking games; personal servitude; requiring social actions (e.g., wearing inappropriate or provocative clothing) or public displays (e.g., public nudity) that are illegal or meant to draw ridicule; excessive training requirements demanded of only particular individuals on a team that serve no reasonable or productive training purpose; sleep deprivation; otherwise unnecessary schedule disruptions; withholding of water or food; restrictions on personal hygiene.

3. Criminal acts:

Any act or conduct that constitutes hazing under applicable federal or state law.

4. Exclusions

Conduct may not rise to the level of Hazing if it is merely rude (inadvertently saying or doing something hurtful), mean (purposefully saying or doing something hurtful, but not as part of a pattern of behavior), or arising from conflict or struggle between persons who perceive they have incompatible views or positions. Hazing does not include professionally accepted coaching methods of skill enhancement, physical conditioning, team building, appropriate discipline, or improved Athlete performance.

**e. Harassment**

Repeated or severe conduct that (a) causes fear, humiliation, or annoyance; (b) offends or degrades; (c) creates a Hostile Environment (as defined herein); (d) reflects discriminatory bias in an attempt to establish dominance, superiority, or power over an individual or group based on age, race, ethnicity, culture, religion, national origin, or mental or physical disability; or (e) any act or conduct described as harassment under federal or state law. Whether conduct is Harassing depends on the totality of the circumstances, including the nature, frequency, intensity, location, context, and duration of the behavior.

**Section 2.5: Aiding and Abetting**

Aiding and Abetting occurs when one knowingly:

- a. Aids, assists, facilitates, promotes, or encourages the commission of Prohibited Conduct by a Member

- b. Allows any person who has been identified as Banned, Suspended or otherwise ineligible by the USASF to be in any way associated with or employed by a Member Organization.
- c. Allows any person who has been identified as Banned, Suspended or otherwise ineligible by the USASF to coach or instruct Athletes;
- d. Provides any coaching-related advice or services while a USASF Member, to an Athlete who has been identified as Banned, Suspended or otherwise ineligible by USASF;
- e. Allows any person to violate the terms of their Interim Measures, or any Sanctions imposed by USASF.

In addition, a Member also violates the Code if someone acts on behalf of the Member to engage in Aiding or Abetting, or if the guardian, family member, or representative of a Member, including Minor Athletes, engages in Aiding or Abetting.

### **Section 2.6: Misconduct Related to Reporting**

- a. **Failure to Report:** A Member who fails to report actual or reasonably suspected Sexual Misconduct or Child Abuse to the USASF and, when appropriate, to law enforcement may be subject to disciplinary action and may also be subject to federal or state penalties.
  - 1. The obligation to report is broader than reporting a pending charge or criminal arrest of an Adult Participant; it requires reporting to the USASF any conduct which, if true, would constitute Sexual Misconduct or Child Abuse. The obligation to report to the USASF is an ongoing one and is not satisfied simply by making an initial report.
  - 2. The obligation includes reporting, on a timely basis, all information of which a Member knows or becomes aware of later, including the names of witnesses, Third-Party Reporters, Respondents, and Claimants.
  - 3. Members should not investigate or attempt to evaluate the credibility or validity of allegations involving Sexual Misconduct involving a Minor or Child Abuse. Members making a good faith report are not required to prove the reports are true before reporting.
- b. **Intentionally Filing a False Allegation**
  - 1. In addition to constituting misconduct, filing a knowingly false allegation that a Member engaged in Prohibited Conduct may violate state criminal law and civil defamation laws. Any Member making a knowingly false allegation in a matter over which the USASF exercises Jurisdiction shall be subject to disciplinary action by the USASF.
  - 2. An allegation is false if the events reported did not occur, and the person making the report knows the events did not occur.

3. A false allegation is different from an unsubstantiated allegation; an unsubstantiated allegation means there is insufficient supporting evidence to determine whether an allegation is true or false. Absent demonstrable misconduct, an unsubstantiated allegation alone is not grounds for a Code violation.

### **Section 2.7 Misconduct Related to the USASF's Process**

The behaviors identified below constitute Prohibited Conduct and may give rise to disciplinary action. In addition, a Member also violates the Code if someone acts on the Member's behalf and engages in any of the following Prohibited Conduct, including a Member's representative, parent/guardian or family member of a Minor.

- a. **Abuse of Process:** A Member, or someone acting on behalf of a Member, violates this Code by directly or indirectly abusing or interfering with the USASF's processes by:
  1. Falsifying, distorting, or misrepresenting information, the resolution process, or an outcome;
  2. Destroying or concealing information;
  3. Discouraging or attempting to discourage an individual's proper participation in, or use of, the USASF's processes;
  4. Harassing or intimidating (verbally or physically) any person involved in the USASF's processes before, during, or following proceedings;
  5. Publicly disclosing a Claimant's identifying information;
  6. Failing to comply with an Interim Measure or other Sanction;
  7. Distributing or otherwise publicizing materials or information created, produced, or provided during any course of action as a part of these policies or procedures, except as required by law or as expressly permitted by the USASF;
  8. Influencing or attempting to influence another person to commit abuse of process;
  9. Having another individual take any part of or complete any USASF required training for them.

Engaging in any of the above-referenced Prohibited Conduct, the Member, and the party acting on the Member's behalf, if such person is also a Member, may give rise to disciplinary action.

### **Section 2.8: Retaliation**

Retaliation or attempt to do the same by a Member, someone acting on behalf of a Member, Organization under USASF's jurisdiction is prohibited.

Retaliation is any adverse action or threat to take any adverse action against any person related to allegations of Prohibited Conduct. Adverse actions include, but

are not limited to: threatening, intimidating, harassing, coercing, or any other action or conduct with the potential effect of dissuading any reasonable person from reporting Prohibited Conduct or engaging in activity related to any reporting or investigative processes.

Retaliation may take place at any time, including before, during, or after an individual's reporting or engagement in USASF's process. Retaliation may be present even where there is a finding that no violation occurred.

Retaliation does not include good-faith actions lawfully pursued in response to a report of a Code violation.

### **Section 2.9: Other Inappropriate Conduct**

Other Inappropriate Conduct, as defined below, may be non-sexual or sexual in nature.

#### **a. Intimate Relationship:**

An Adult Member violates this Code by engaging in an Intimate or Romantic Relationship where a Power Imbalance exists. (see glossary for Intimate or Romantic Relationship).

#### **b. Intentional Exposure of Private Areas:**

An Adult Member violates this Code by intentionally exposing breasts, buttocks, groin, or genitals, or induces another to do so, to an Adult when there is a Power Imbalance, or to a Minor.

#### **c. Inappropriate Physical Contact:**

An Adult Member violates this Code by engaging in inappropriate physical contact with a Member when there is a Power Imbalance. Such inappropriate contact includes, but is not limited to, intentionally:

1. Touching, slapping, or otherwise contacting the buttocks or genitals of a Member;
2. Excessively touching or hugging a Member; and/or
3. Kissing a Member.

#### **d. Engaging in illegal alcohol or drug use**

#### **e. Willful Tolerance:**

A Member violates this Code by willfully tolerating any form of Prohibited Conduct, when there is a Power Imbalance between that Member and the individual(s) who are being subjected to the Prohibited Conduct.

### **Section 2.10 Abuse Prevention Policies**

It is a violation of the Code for a Member to violate any provision of the Abuse Prevention Policies or other proactive policies adopted by USASF. These policies set standards for professional boundaries, minimize the appearance of

impropriety, and have the effect of preventing boundary violations and prohibiting Grooming tactics.

## **ARTICLE 3: ABUSE PREVENTION POLICIES (APP)**

All Member Clubs must implement proactive policies designed to prevent abuse. The Member Club must have a reporting mechanism to accept reports that an Adult Participant is violating the APP. The Member Club must appropriately investigate and resolve any reports received, unless the violation is reported to the USASF and it exercises Jurisdiction over the report. This requirement is in addition to the requirements to report abuse under the USASF Conduct Regulations.

### **What is the APP?**

The APP is a collection of proactive prevention and training policies that apply to all Member Clubs. It has three primary components:

1. An Education & Training Policy that requires training for Adult Participants within the USASF;
2. Required Abuse Prevention Policies, focused on limiting One-on-One interactions between Adult Participants and Minor Athletes, that Member Clubs of USASF must implement.
3. Recommended Prevention Policies.

The USASF adopted the APP to assist USASF Member Clubs and other individuals to whom these policies apply in meeting their obligations under the USASF Conduct Regulations. Clubs must share these policies with all Participants and with parents/guardians of Minor Athletes. Those implementing these policies should consider the physical and cognitive needs of all Athletes.

The APP focuses on just two important aspects of a much larger comprehensive abuse prevention strategy. These policies address (1) training requirements at Member Clubs and (2) limiting One-on-One interactions between adults and Minor Athletes. These policies are intended to be enforceable and reasonable, acknowledging, for example, that when a 17-year-old Athlete turns 18, they become an Adult Athlete, and a complete prohibition of One-on-One interactions may not be necessary or practical. Additionally, there may be other instances when One-on-One interactions could occur, and in those cases, these policies provide strategies so parents/guardians can provide informed Consent if they choose to allow a permitted interaction. The USASF recommends that parents first complete training on abuse prevention to be informed about potential boundary violations and concerns before Consenting to the interaction.

While the APP will help Clubs implement these policies to greatly improve Athlete safety, in no way can they guarantee Athlete safety in all circumstances, especially when the policies are not fully implemented, followed, or monitored. These policies are not comprehensive of all prevention strategies, nor are they intended to be. These policies should be implemented alongside the USASF

Conduct Regulations. Additionally, other resources are available that may assist Clubs in improving Athlete safety. A Member Club may implement a policy that is more restrictive than the USASF policy. It may not be less restrictive.

**How Does the USASF Monitor Compliance with the APP?**

It is the responsibility of the USASF Members to comply with the APP. Member Clubs should take action within their Club for violations of the APP by Adult Participants. Adult Participants also have an independent responsibility to comply with these APP provisions. Violations of these provisions can result in Sanctions under the USASF Conduct Regulations.

**Is the APP Different from the USASF Conduct Regulations?**

Yes. The USASF Conduct Regulations work alongside the APP to prevent abuse. The APP includes proactive prevention policies for Clubs and individuals, while the USASF Conduct Regulations contains misconduct policies for individuals. However, violations of the APP can violate the USASF Conduct Regulations, and violators can be Sanctioned.

### **Section 3.1: Education And Training Policy**

#### **Mandatory Child Abuse Prevention Training Components:**

##### **A. Abuse Prevention Education**

1. Member Clubs will need to work with their legal counsel to develop their Club's screening and hiring policies that adhere to the best practices for youth serving organizations in their state. It is important to note that some states (*e.g.*, Pennsylvania, Florida, etc.) may have specific requirements for employers who provide services to Minors.
    - a. Member Clubs must require Adult Participants under their jurisdiction, that are not USASF Members to complete an abuse prevention training.
    - b. Member Clubs must track the Adult Participants, that are not USASF Members, who completed such training and, upon request by USASF, provide a list of compliant Adult Participants.
  2. Member Clubs with Adult Participants under their jurisdiction, that are USASF Members:
    - a. Abuse prevention training of Adult Participants who are Members or Applicants of the USASF is tracked by USASF as part of Membership and satisfies the Member Club's obligation to USASF with respect to this training policy.
    - b. Member Clubs may provide training *in addition to* the USASF required training but cannot substitute their training for the USASF required course(s) for Membership.
  3. Member Clubs must, on an annual basis, offer and give training to Minor Athletes, subject to parental consent, and parents on the prevention and reporting of Child Abuse.
    - a. For training to Minor Athletes and parents, the Member Club must be able to provide a description of the training and how the training was offered to Minor Athletes and parents, at USASF's request.
    - b. Upon applying for a USASF Membership, Minor Athletes (with parent permission) and their parents are provided informational videos & resources specific to the prevention and reporting of child abuse.
- B. The Member Club is not required to track individual course completions of Minor Athletes and/or parents. The USASF offers youth and parent courses that meet the above requirement at no cost, as a Member benefit to Member Clubs.

##### **Mandatory Reporter Training**

Annually, Member Clubs must provide training to all employees and volunteers identified as Mandatory Reporters on the legal requirements and reporting procedures for their state. In addition to the annual training, Member Clubs must:

1. Provide a tool for all participants to make a confidential report to the Club if they suspect abuse and/or misconduct, while also reporting to USASF by abiding by the provisions in Article 1, Section 1.2 of this Code; and
2. Post the legal requirements and specific reporting procedures for their state for all Coaches and Adult Participants to reference.

C. Abuse Prevention Policy Notifications & Education Member Clubs must:

1. Post a summary of USASF's and their Abuse and Prevention Policy & Procedures in a conspicuous place for all Members, parents/guardians, and Adult Participants to see;
2. Share and make available resources for parents to educate themselves and their Minor Athlete(s) on preventative measures and steps to take if they believe misconduct has occurred;
3. Disclose those persons in their facility that are not Members of the USASF to the parent(s) and legal guardian(s) of Athletes.

D. Concussion Education

Each USASF Member Club must have a concussion policy that includes its approach, policies, and procedure in connection with concussion recognition, care, and return-to-play guidelines.

1. All competitive team Adult Athlete(s) and parents or guardians of each Minor Athlete must sign the Member Club's concussion policy.
2. Parents/guardians or the signing Athlete should be given a copy of the policy.
3. All Coaches must be trained in the Member Club's concussion policy.
4. The Member Club must update their Member Profile with confirmation of completion and/or compliance of this Section.

E. Exemptions & Accommodations

1. Exemptions from this Education & Training Policy may be made on a case-by-case basis for victims/survivors. Requests may be made directly to the USASF Member Conduct and Compliance Department at [conduct@usasf.net](mailto:conduct@usasf.net).
2. The USASF will work with the Member Clubs on appropriate accommodations for persons with disabilities and individuals with limited English proficiency to satisfy these training requirements. Each Member Club must provide reasonable accommodations and track any exemptions

for individuals with disabilities and individuals with limited English proficiency.

**Recommended Components (non-reportable offenses)**

1. Adults who are not Members of the USASF and/or do not meet the definition of Adult Participant should take a training course on abuse prevention before engaging or interacting with any Minor Athlete(s).

## Section 3.2: Abuse Prevention Policies

---

### **MODEL POLICY 1: ONE-ON-ONE INTERACTION**

---

#### **Mandatory Components**

One-on-One Contact is defined as interactions, meetings, and/or training between Minor Athlete and one Adult Participant (who is not the Minor Athlete's parent/guardian), which is not within an Observable and Interruptible distance from another adult. One-on-One Interactions between unrelated Adult Participants and Minor Athletes are not permitted, except as stated in this policy, and applies to all situations, including In-Program Contact, Functions, and Events.

#### **A. Observable and Interruptible**

Contact is not One-on-One if it is conducted at a distance allowing for another adult to (1) see and/or hear the interaction and (2) easily interrupt the interaction. One Adult Participant and one Minor Athlete alone in a Member Club facility violates this policy. Closed Circuit Broadcast and/or web-based viewing is not considered Observable and Interruptible under this policy. Another adult must be in the building and able to see and/or overhear all the activities.

#### **B. Individual Training Sessions**

Individual training sessions between an Adult Participant(s) and a Minor Athlete(s) are permitted under this policy if:

1. the training session is Observable and Interruptible by another adult; and/or
2. parents/guardians are allowed to observe the training session.

If the individual training session is not Observable and Interruptible by another adult, then Adult Participant(s) must obtain written consent from the Minor Athlete(s) parent or guardian prior to the training session. Such written consent must be obtained at least every six months and may be revoked at any time by the Minor Athlete(s) parent or guardian.

#### **C. Massages, Rubdowns, and Other Training Modalities**

Any massage, rubdown, or athletic training modality must be conducted in an Observable and Interruptible location with at least one other adult present. Written consent by a Minor Athlete's parent/ guardian shall be provided before providing each massage, rubdown, or athletic training modality on a Minor Athlete. Parents/guardians must be permitted to be in the room as an observer.

#### **Exceptions**

USASF recognizes the following exceptions to the prohibition against One-on-One Contact: Emergency circumstances such as fires, medical emergencies, or Minors left without parental supervision after practice or at a competition. In all emergency

circumstances, every effort must be made for the One-on-One Policy to be maintained.

- A. When a Dual Relationship exists, and parent/guardian has provided written consent annually; or
- B. When the Close-in-Age Exception applies; or
- C. In other circumstances specifically addressed in this policy that allow for certain One-on-One Interactions if the Member Club receives parent/guardian written consent.

---

## MODEL POLICY 2: ELECTRONIC COMMUNICATIONS AND SOCIAL MEDIA

---

### Mandatory Components

Electronic communication between an Adult Participant and Minor Athlete includes, but is not limited to, phone calls, video calls, text messages, social media platforms' direct messages (*e.g.*, Facebook, Twitter, Instagram, WhatsApp, Snapchat, TikTok, etc.), fitness or other mobile device applications, emails, gaming platforms, and/or direct messaging. All electronic communications between an Adult Participant and a Minor Athlete must comply with the One-on-One Policy and must be open and transparent.

- A. Open and transparent means that the Adult Participant copies or includes the Minor Athlete's parent/guardian, another adult family member of the Minor Athlete, or another Adult Participant.
- B. All electronic communication must be professional in nature.
- C. Only platforms that allow for open and transparent communications may be used to communicate with Minor Athletes.
- D. Communication platforms must be able to record or maintain the message.
- E. If a Minor Athlete communicates with the Adult Participant first, the Adult Participant must either not respond or must include the Minor Athlete's parent or guardian or another Adult Participant in the response.
  1. If a Minor Athlete initiates communication with an Adult Participant for the purposes of seeking counsel or the Minor Athlete is in distress, the safety of the Minor Athlete and addressing the situation that initiated the contact must be the focus of the communication. The Adult Participant may want to document the communication for safety purposes. Adult Participants who are not trained or equipped to mitigate the situation at hand are advised to seek professional assistance.
- F. Electronic communications to an entire team or any number of Minor Athletes on a team must include at least one other Adult Participant or the Minor Athletes' parents/guardians if any team member is a Minor Athlete.
- G. Any communication between Adult Participants and Minor Athletes involving the following is prohibited:
  1. Drug or alcohol use;
  2. Sexual content;
  3. Explicit content; or
  4. Adult Participant discussing their personal or social life outside of the professional environment (*e.g.*, discussing relationships or personal problems).

- H. Any Member Clubs that are made aware of any of the prohibited communications mentioned in above must report such communications to USASF via the online reporting form at [www.usasf.net/reporting](http://www.usasf.net/reporting).
- F. Adult Participants are not permitted to maintain private social media connections with Minor Athletes; for example, this includes, but is not limited to, accepting or allowing Minor Athletes to “friend,” “follow,” or otherwise join a private social media site or similar online community that is not observable or open to the Minor Athlete’s parent/guardian as well.

Note: Public fan pages are excluded from these restrictions. Private, direct, or instant messaging to Minor Athletes is not excluded.

- G. A parent/guardian may request in writing that a Minor Athlete not be contacted through electronic communications, including via social media. Requests that a Minor Athlete not be contacted electronically must be honored.

The aforementioned includes all communications unless the following exceptions exist:

- A. When a Dual Relationship exists; or
- B. When the Close-in-Age Exception applies.

**Recommended Components (non-reportable offenses)**

Any electronic communications to Athletes and parents should only be sent between the hours of 8:00 a.m. and 8:00 p.m. local time for the location of the recipients, except for travel, competition, or emergency circumstances.

**SOCIAL MEDIA POSTS**

Social media is a voluntary communication platform and not required for participation in the sport thus outside of USASF’s Jurisdiction to monitor, control and mitigate in lieu of a parent/guardian’s choice to provide their Minor with the mode and means to access. The USASF strongly recommends parents/guardians limit access to and monitor their Minors’ social media accounts as several platforms have minimum age requirements for account holders.

Although the following fall outside of USASF scope and Jurisdiction, the USASF Member Club may choose to have policies that prohibit their participants from:

1. Posting rude, negative or critical remarks or actions
2. Participating in Anonymous “anon”/Troll accounts
3. Displaying seemingly unsportsmanlike behavior that is not predatory or does not rise to the level of Bullying or Harassment as defined in the Code, but rather ungracious and immature.

The above should be reported to the Club Owner. ***If USASF receives reports of such material, it may be referred to the Club Owner to address.***

USASF will review reports of alleged social media policy violations that (1) are produced/posted by a verified Member's social media account and (2) the material in question is publicly accessible and includes:

1. USASF confidential documents or private communications without prior specific permission from the USASF Executive Director;
2. Pornographic/sexually suggestive material with a nexus related to All Star Cheer and/or Dance;
3. Depictions of a Member violating state or federal law;
4. Depictions of any and all copyrighted USASF documents, in violation of Copyright laws, including the actual document and/or images of the document.

---

## **MODEL POLICY 3: LOCKER ROOM**

---

### **Mandatory Components**

#### **A. Observable and Interruptible**

Adult Participants must ensure that all One-on-One In-Program Contact with Minor Athlete(s) in a locker room, changing area, or similar space where Minor Athlete(s) are present is Observable and Interruptible, except if:

1. A Dual Relationship exists; or
2. The Close-in-Age Exception applies.

#### **B. Conduct in Locker Rooms, Changing Areas, and Similar Spaces**

1. No Adult Participant or Minor Athlete can use the photographic or recording capabilities of any device in locker rooms, changing areas, or any other area designated as a place for changing clothes or undressing.
2. Adult Participants must not change clothes or behave in a manner that intentionally or recklessly exposes their breasts, buttocks, groins, or genitals to a Minor Athlete.
3. Adult Participants must not shower with Minor Athletes.
4. Parents/guardians may request in writing that their Minor Athlete(s) not change in the vicinity of an Adult Participant(s) during In-Program Contact.
  - a. The Member Club and the Adult Participant(s) must abide by this request.

#### **C. Availability and Monitoring of Locker Rooms, Changing Areas, and Similar Spaces**

1. The Member Club must provide a private or semi-private place for Minor Athletes that need to change clothes or undress at facilities under the USASF's Jurisdiction.
2. The Member Club must monitor, with random sweeps, the use of locker rooms, changing areas, and similar spaces to ensure compliance with this policy at facilities under the USASF's Jurisdiction.

### **Recommended Components (non-reportable offenses)**

1. Member Clubs should post locker room policies specific to their facility.
2. Member Clubs are encouraged to post rules related to Athlete behavior in the locker room to minimize Bullying and Harassment.

---

## **MODEL POLICY 4: LODGING**

---

### **Mandatory Components**

#### **A. Overnight and Other Sleeping Arrangements**

1. All In-Program Contact at a hotel or lodging site between an Adult Participant and a Minor Athlete must be Observable and Interruptible, and an Adult Participant shall not share a hotel room or otherwise sleep in the same room with a Minor Athlete(s), except if:
  - a. A Dual Relationship Exists, and the non-related Minor Athlete's parent/guardian has provided the Member Club with prior written consent for the lodging arrangement; or
  - b. The Close-in-Age Exception applies, and the Minor Athlete's parent/guardian has provided the Member Club with advance, written consent for the lodging arrangement.
2. At least annually, written consent from a Minor Athlete's parent/guardian must be obtained prior to the Minor Athlete's participation in all In-Program Functions requiring overnight or hotel stays.

#### **B. Monitoring or Room Checks During In-Program Travel**

If the Member Club performs room checks during In-Program lodging, the One-on-One Interaction Policy must be followed and at least two adults must be present for the room checks.

#### **C. Additional Requirements for Lodging Authorized by Member Clubs**

1. Adult Participants traveling with the Member Club must agree to and sign the Member Club's lodging policy at least annually.
2. Adult Participants that travel overnight with Minor Athlete(s) are assumed to have Authority over Minor Athlete(s) and thus must comply with the USASF's Education & Training Policy.
3. Athletes are permitted to make and receive regular check-in telephone calls to and from parents/guardians. Member Clubs will allow any calls that do not interfere with team Functions, such as training sessions or meetings. Emergency calls will be permitted regardless of team schedule or Functions.

### **Billeting**

USASF does not provide or promote a billeting program. If, however, any Member Club hosts a billeting program, in which an Athlete leaves home to participate in a program, the Member Club must have a policy designed to protect Athletes from misconduct and abuse that requires a signed acknowledgement by an Adult Athlete between 18 and 20 years old or a Minor Athlete's parent/guardian.

---

## **MODEL POLICY 5: TRANSPORTATION**

---

### **Mandatory Components**

#### Transportation Policy

This policy applies to all instances where travel or transportation by someone other than the Minor Athlete(s) parent/guardian is involved—regardless of distance (including but not limited to carpooling to practice or transportation to competitions via car or airplane).

- A. Parents/guardians of a Minor Athlete are responsible for making, coordinating, and/or consenting to all transportation arrangements.
- B. Absent emergency situations, an Adult Participant shall not transport a Minor Athlete One-on-One during In-Program transportation, except if:
  1. A Dual Relationship exists;
  2. The Close-in-Age Exception applies;
  3. The Adult Participant and/Club received prior written consent to transport the Minor Athlete One-on-One obtained at least annually from the Minor Athlete's parent/guardian; and/or
  4. The Adult Participant is accompanied by another Adult Participant and/or at least two Minors.
- C. Minor Athlete(s) or their parent/guardian may withdraw consent at any time.

### **Recommended Components (not reportable offenses)**

#### Shared Travel or Carpool Arrangement

Parents/guardians are encouraged to pick up their Minor Athlete first and drop off their Minor Athlete last in any shared travel or carpool arrangement.

#### Parent Training

Parents/guardians should receive the [safetocompete.org](https://www.safetocompete.org) education and training on Child Abuse prevention before providing consent for their Minor Athlete to travel One-on-One with an Adult Participant.

---

## **MODEL POLICY 6: RECOMMENDED POLICIES**

---

### Out-of-Program Contact

Adult Participants who neither meet the Close-in-Age Exception nor have a Dual Relationship with a Minor Athlete should not have Out-of-Program Contact with Minor Athlete(s) without parent/guardian consent, even if the Out-of-Program contact is not One-on-One.

### Gifting

Adult Participants who neither meet the Close-in-Age Exception nor have a Dual Relationship with a Minor Athlete should not give personal gifts to Minor Athlete(s). Equally distributed gifts to all Athletes that serve a motivational or educational purpose are permitted.

### Photography/Video

- A. Photographs or videos of Athletes may only be taken in public view and must observe generally accepted standards of decency.
- B. Adult Participants should not publicly share or post photos or videos of Minor Athlete(s) if the Adult Participant has not obtained the consent of the Minor Athlete(s) parent/guardian and the Minor Athlete(s).

### Addressing Bullying Policy

Bullying is repeated or severe behavior(s) that are (a) aggressive, (b) directed at a Minor, and (c) intended or likely to hurt, control, or diminish the Minor emotionally, physically, or sexually. Bullying-like behaviors directed at adults are addressed under other forms of misconduct, such as hazing or Harassment.

The USASF provides a recommended Addressing Bullying Policy and action plan for Club Owners to implement within their Member Clubs. It can be found online at [usasfmembers.net](http://usasfmembers.net) under Member Resources and Club Owners are encouraged to review the policy and action plan with everyone in their Member Club, including Athletes, parents/guardians, Coaches, and Adult Participants.

## **ARTICLE 4: REPORTING, RESPONSE & RESOLUTION PROCEDURES**

### **Conduct Regulations & Abuse Prevention Policies**

The USASF is a membership organization who sets standards and expectations for its Members as outlined in this Code of Conduct and Compliance (The Code). These Reporting, Response and Resolution Procedures (Procedures) apply to any alleged violation of The Code's Conduct Regulations or Abuse Prevention Policies (collectively, referred to as Conduct Regulations) Reported to USASF. These Procedures do not prevent any Member Club from implementing higher safety standards or from making lawful employment-related decisions, even prior to the conclusion of any process outlined in these Procedures. These Procedures replace all previously published procedures and apply to all matters arising out of reports made on or after the effective date of these Procedures, regardless of when the incident of Prohibited Conduct occurred.

These Procedures do not apply to violations of the USASF Compliance Policies or USASF background screenings unless the allegation is directly related to and includes a violation of Conduct Regulations.

### **Reporting Conduct Regulations Violations**

#### **Section 4.1: Legal Obligations and General Requirements**

- A. USASF will follow state and federal law when presented with any report of Child Abuse or criminal activity, including immediate referral to law enforcement. Nevertheless, a report filed with USASF does not release the Reporter from any other legal obligation to report. Reports must also be made to relevant state and federal agencies as required by law. Adult Participants and Member Organizations must know their reporting requirements under the Conduct Regulations and state and federal law. Lack of knowledge about a reporting obligation is not a defense.
- B. Nothing in this document shall be construed to require a victim of Child Abuse or other misconduct to self-report.
- C. Adult Participants are required to immediately report allegations or suspicions of Child Abuse or other Conduct Regulations violations involving a Minor to USASF and/or another appropriate official. Reporting may not be delayed to gather information, evaluate the credibility, or assess the validity of any allegation.
- D. The reporting requirements under this Article are an individual obligation of each Adult Participant. Reporting to a supervisor or peer does not relieve an Adult Participant of the obligations to report as specified under this Article.
- E. Adult Participants must report even if they believe someone else has already reported.

## **Section 4.2: Reporting Requirements**

- A. Child Abuse and Sexual Misconduct: An Adult Participant who learns of information and reasonably suspects that a Member has committed or attempted to commit (i) Child Abuse, including sexual abuse, or (ii) Sexual Misconduct, shall immediately make a report of the suspected abuse to both law enforcement and the USASF, and comply with any other applicable state or federal laws.
1. How to report to law enforcement
    - a. Report to the agency designated by the Attorney General, consistent with federal requirements set forth in Section 226 of the Victims of Child Abuse Act of 1990 (34 U.S.C. §20341), or any applicable predecessors or amendments thereto.
    - b. Report to applicable state or local law enforcement agencies including but not limited to, police departments, sheriff's departments, child protective services, etc.
      - i. Learn more about this requirement by visiting:  
[childwelfare.gov/topics/responding/reporting/how/](https://childwelfare.gov/topics/responding/reporting/how/).
  2. How to report to USASF
    - a. A report may be made through USASF's online reporting form at: <https://www.usasf.net/reporting>; or
    - b. Those needing assistance in filling a report may contact our helpline between the hours of 8 a.m. and 6 p.m. Eastern Time at 720-282-1744.
    - c. Any other form or reporting (i.e., in-person verbal, email, or social media) does not satisfy reporting requirements under this Article. As such, Reporters must use one of the aforementioned options to report to USASF.
    - d. Reporting such conduct to the USASF, alone, does not satisfy an Adult Participant's obligation to report to law enforcement or any other appropriate authority, as defined by law.
    - e. The reporting requirement for Sexual Misconduct applies regardless of whether the suspected victim is an adult or Minor.
- B. Emotional and Physical Misconduct: All Members, with the exception of Minor Athletes, are required to report any emotional or physical misconduct (including Bullying, stalking, hazing, and Harassment) prohibited under the Conduct Regulations committed or attempted by a Member to the Member Organization and/or other organization, entity, and/or program with which such Member is associated.
1. If a report is submitted to a Member Organization, as described above, a report must also be submitted to USASF by the Member Organization via USASF's online reporting form <https://www.usasf.net/reporting>

- C. Criminal Charge and Disposition: All Members, except for Minor Athletes, are required to report to the USASF any Criminal Charge(s) and/or Disposition(s), including but not limited to:
1. Any felony;
  2. All sexual crimes, criminal offenses of a sexual nature to include but not limited to rape, child molestation, sexual battery, lewd conduct, possession and/or distribution of child pornography, possession and/or distribution of obscene material, prostitution, indecent exposure, public indecency, and/or any sex offender registrant;
  3. Harm to a Minor, including, but not limited to, offenses such as child abandonment, child endangerment/neglect/abuse, contributing to the delinquency of a Minor, and DUI with a Minor;
  4. Violence against a person, Force, or threat of Force (including crimes involving deadly weapons and domestic violence);
  5. Stalking, Harassment, blackmail, violation of a protection order, and/or threats;
  6. Destruction of property, including arson, vandalism, and criminal mischief;
  7. Any drug related offenses;
  8. Animal abuse, cruelty, or neglect; and/or
  9. Criminal offenses including "Attempted Crimes" in the above classifications.
- D. Misconduct Related to the USASF's Processes: All Members, except for Minor Athletes, are required to report to the USASF any suspected incident(s) of:
1. Aiding and Abetting;
  2. Abuse of Process; and/or Retaliation.

**Section 4.3: Anonymous Reports and Confidentiality**

- A. Anonymous Reports: Reports may be made anonymously to USASF.
1. Anonymity means the USASF will not know the personally identifying information of the Reporter.
  2. Anonymity does not mean that the underlying information in a report will be protected.
  3. An anonymous report may limit the USASF's ability to investigate and respond to a report because it may not be possible to confirm the reported information.
- B. Confidentiality: To the extent allowed by law and governing policy, at the request of the Reporter, the USASF will not disclose the identifying

information of the Reporter to any party in the investigation and the report will be treated as a confidential submission.

*For Reports that do not fall under the jurisdiction of USASF (e.g., workplace or employee Harassment; situations in which a Power Imbalance is not present; etc.), in the sole discretion of the USASF, USASF reserves the right to refer such Reports to the respective Member Club for response and resolution.*

#### **Section 4.4: Intake**

USASF will review all reports to determine if allegations or circumstances:

- A. Mandate reporting to law enforcement or child protective services;
  - 1. Are governed by the Conduct Regulations; and/or
  - 2. Require imposition of Interim Measures.
- B. Matters involving more than one Claimant, or more than one Respondent, may at the discretion of USASF, be consolidated into a single matter.
- C. USASF, in its discretion, may allow reports of isolated violations of the Conduct Regulations to be resolved informally by USASF or the Member Club. Any informal resolution by the Member Club must include notice to the parent(s)/guardian(s) of the affected Minor Athlete. Should a Member Club obtain additional information related to the previously reported violation, physical, emotional or Child Abuse, and/or any Sexual Misconduct the Club shall promptly report that information to USASF.
- D. USASF, in its discretion, will utilize this Procedure for any report it determines to be inappropriate for informal resolution by the Member Club, for example, reports of multiple and/or severe USASF Conduct Regulations. Notice will be given to the parent(s)/ guardian(s) of any affected Minor Athlete.

#### **Response**

##### **Section 4.5: Initiating Response**

When the USASF receives a report of allegations that fall within its Jurisdiction, it will begin the USASF Response and Resolution Process (“the Process”) by notifying the relevant Member(s), conducting a preliminary inquiry, and if appropriate, undertaking an investigation to determine whether a Member violated the Conduct Regulations.

##### **Section 4.6: Participant Rights**

- A. A Claimant has the right to:
  - 1. Submit a Report anonymously;
  - 2. Receive notice of Interim Measures imposed by USASF;
  - 3. Participate in the investigation and resolution without publicly disclosing their identity or experiences, except as required by the USASF Process;

4. Have their parent or guardian present for any interviews, if the Claimant is a Minor; and
  5. Receive notification of the resolution of the matter.
- B. A Witness has the right to:
1. Choose whether to participate in the investigation and resolution; and
  2. Participate in the investigation and resolution without publicly disclosing their identity or experiences, except as required by the USASF Process.
- C. A Respondent has the right to:
1. Receive written Notice of Investigation and/or Allegations;
  2. Have an opportunity to be heard during the investigation; and
  3. Upon issuance of a decision to Ban or Suspend the Respondent, the Respondent has fifteen (15) Days to request an appeal before the USASF.

**Section 4.7: Interim Measures**

- A. Interim Measures are intended to:
1. Ensure the safety and well-being of the All Star community;
  2. Prevent conduct or participation detrimental to the sport;
  3. Prevent escalation of a reported policy or Code violation; and
  4. Restrict or monitor the participation of a Respondent.
- B. When imposing an Interim Measure, USASF evaluates the appropriateness of a measure based on:
1. The allegations, facts, and circumstances of the case provided;
  2. The need to maintain the safety or well-being of members or the community; and
  3. Whether the allegations against Respondent are sufficiently serious to warrant imposition of an Interim Measure during further review of the allegations.
- C. USASF may impose Interim Measures at any time after a report of violations of USASF policies or Code is received by USASF.
1. An Interim Measure shall be effective immediately upon notice to Respondent, unless stated otherwise.
  2. Interim Measures will remain in effect until expressly removed by USASF.
- D. USASF will notify the Member Club of any Interim Measure imposed on any Member associated with that Member Club.

1. The Member Club is responsible for enforcing the Interim Measure and notifying the Club's Adult Participants and/or parent(s)/guardian(s) of Minor Athletes, as necessary.
2. The Member Club may impose any additional measures it deems necessary.
3. USASF may notify Members of the Interim Measure if it has reason to believe a Member Club has failed to enforce or provide notice of the Interim Measure.
4. USASF reserves the right to notify additional individuals on a need-to-know-basis, as determined by USASF, to ensure athlete safety.

#### **Section 4.8: Substantive Standards and Procedural Rights**

USASF may apply any substantive standards effective at the time of the alleged conduct, including applicable policies or laws.

Nevertheless, in all cases, USASF will investigate and resolve matters using the procedures and processes described herein, regardless of when the alleged conduct occurred.

#### **Section 4.9: Standard of Proof**

- A. USASF bears the burden of gathering sufficient evidence to reach a determination, based on the preponderance of the evidence, in USASF's sole discretion, that a Member violated the Conduct Regulations.
- B. A "preponderance of the evidence" in this Section means "more likely than not."

#### **Section 4.10: Statute of Limitations or Other Time Bars**

There are no statute of limitations or other time bars of any kind on Conduct Regulations violations.

#### **Section 4.11: Related Proceedings**

- A. Effect of Related Criminal or Civil Proceedings
  1. Because the standards for finding a violation of criminal law are different from the standards for finding a violation of the Conduct Regulations, the resolution of a criminal proceeding without a conviction is not determinative of (but may be relevant to) whether a violation of the Conduct Regulations has occurred.
    - a. Conduct may violate the Conduct Regulations even if the Respondent is not charged, prosecuted, or convicted for the same underlying conduct.
    - b. Aside from the application of the Conduct Regulations as it relates to criminal charge(s) and disposition(s), the status or outcome of criminal or civil proceedings shall have no bearing on the USASF's Process.

B. No Waiver of Other Legal Remedies

Participating in the Process does not extend or restrict a person's right to file charges or claims regarding the underlying allegations with any agency, law enforcement, or court.

**Section 4.12 Investigation**

If USASF deems a report necessitates an investigation, USASF will conduct, at its discretion, such investigation in accordance with the following general investigative process:

- A. Respondent is provided a Notice of Investigation and/or Allegation.
- B. If applicable, following the notice to Respondent, a notice may be provided to the Member Club in which Respondent is employed, or was employed at the time of the alleged misconduct.
- C. A USASF investigator, or an investigator working on behalf of USASF, will contact the Claimant, Reporter, any identified witnesses, and Respondent to request and gather statements or interviews.
- D. If any party to the matter declines to participate in the investigation, USASF may, in its sole discretion, choose not to proceed, make a finding based on the information received from cooperating parties, or may respond to the report in limited or general ways.
- E. Any party or witness may consult with an advisor or attorney. A party or witness involved in the matter, or an employee of, board member of, or legal counsel for USASF cannot serve as an advisor during the Process. While the advisor may provide support and advice throughout the Process, they may not speak on behalf of the Claimant or Respondent, or otherwise participate in the Process except as provided herein. Only an attorney may speak on behalf of a Claimant or Respondent client.
  - 1. If a Minor is involved, the Minor's parent(s)/guardian(s) may be present during and participate in any interview involving the Minor.
- F. All information gathered, including investigator's notes, are confidential and privileged work product of USASF. Disclosure of information necessary to facilitate USASF's Process is not a subject matter waiver of any privilege.
- G. Following the investigation, USASF will determine, in its sole discretion, the appropriate resolution of the matter.

**Section 4.13: Impartiality**

USASF's Process is intended to be independent from conflicts of interest, personal bias, or undue influence from any one person or role. Members of the USASF Board of Directors and employees of USASF, other than the Chief Legal Officer, Director of Membership, and the USASF Member Conduct & Compliance Department, generally, will not be involved in decisions regarding or

relating to the Process or have access to the USASF Member Conduct & Compliance case management system, except as provided below:

- A. The USASF Executive Director or members of the USASF Board of Directors, may be apprised of otherwise confidential outcomes of USASF Member Conduct & Compliance matters for purposes of making business decisions and making necessary decisions on behalf of the USASF regarding process and strategy.
- B. The USASF Board of Directors and USASF Member Conduct & Compliance Department may receive anonymized or aggregated data to evaluate trends and allocate resources.

**Section 4.14: Confidentiality**

- A. The Bylaws and the Conduct Regulations provide some protections for confidentiality during the Process. They do not, and cannot, guarantee absolute confidentiality.
- B. Documents or evidence related to the Process must remain confidential, in that they may not be disclosed outside of the Process, except as may be required by law or authorized by USASF. Violation of this provision, including by an advisor or attorney for any person involved in the Process, constitutes Abuse of Process under the Conduct Regulations. Any advisor or attorney who violates this confidentiality provision may be permanently barred from further participation in any response and resolution process, regardless of whether they are a Member or Adult Participant.
- C. USASF may disclose the outcome of the matter to those persons or organizations with a need to know, in USASF's sole discretion, so that the outcome can be properly effectuated or understood.
- D. A Claimant may publicly discuss the incident, their participation in the Process, or the outcome of the Process. A Claimant may not discuss the participation of others in the Process.
- E. A Respondent may publicly discuss the incident, their participation in the Process, or the outcome of the Process. However, a Respondent, or any advisor or attorney for a Respondent, may not disclose any Claimant's or Adult Participant's identifying information, including without limitation names and contact information.
- F. If any person or entity misrepresents the Process, the underlying facts, or the outcome of a matter, USASF may publicly correct the record.
- G. USASF may be required to disclose information contained in a Report or learned during an investigation. Reasons for disclosure include, but are not limited to, the following:
  - 1. Relevant state and/or federal law;

2. Mandatory reporting related to Child Abuse and/or Sexual Misconduct; and
  3. USASF's right, as allowed by the Conduct Regulations, to publicly correct any misrepresentation related to the Process.
- H. Each person involved in the Process is responsible for understanding what legal confidentiality requirements, if any, apply to their conduct.

**Resolution**

**Section 4.15: Resolution Process**

- A. USASF may resolve a matter by:
1. Dismissing matters not governed by the Conduct Regulations.
  2. Administratively closing matters governed by the Conduct Regulations for which there is insufficient information to determine that a violation occurred;
  3. Issuing an Official Warning;
  4. Imposing Sanctions, including, but not limited to;
    - a. Educational requirements;
    - b. Parent surveys;
    - c. Club audit;
    - d. Self-assessment;
    - e. Probation with reporting requirements, restrictions, or supervision;
    - f. No contact directive;
    - g. Suspension;
    - h. Revocation of Membership; and/or
    - i. Banishment.
- B. The outcome of a matter does not restrict, limit, or impede any rights of the Claimant, Reporter, witnesses, or others harmed by the Conduct Regulations violation, misconduct or abuse.
- C. USASF will give Notice of Outcome or Notice of Decision to Respondent(s) and Claimant(s) or Reporting Party, if applicable.
- D. "Suspension" or "Revocation of Membership" prohibits, until further notice, participation in any capacity, in any program, Function, or Event sponsored by, organized by, or sanctioned by USASF or a Member Organization.
- E. "Banishment" prohibits participation, in any capacity, in any program, Function, or Event sponsored by, organized by, or sanctioned by USASF or a Member Organization.

- F. Any Suspended or Banned individual or entity will be placed on a publicly available list.
  - 1. Exception: USASF will not publicly publish names of Minors involved in any misconduct.
- G. Member Clubs must enforce or adhere to any Sanctions imposed by USASF.
- H. USASF reserves the right to notify any individual or entity of Sanctions on a need-to-know basis, at USASF's sole discretion, to ensure Athlete safety.

**Section 4.16: Appeal Process**

- A. USASF will notify the Respondent of USASF's decision to Suspend, Revoke, or Ban Respondent's Membership within fifteen (15) Days of such Sanction going into effect.
- B. The Respondent may request an opportunity to be heard by submitting a written appeal of any Suspension, Revocation, or Banishment imposed by USASF for violations of Conduct Regulations (the "Appeal") through the USASF Conduct & Compliance Department within fifteen (15) Days of the date on the Notice of Decision.
- C. An Appeal must include the following items:
  - 1. A written statement indicating the Respondent's reason for the appeal (i.e., why should USASF reconsider implementing the Sanction imposed on Respondent?); and
  - 2. Any documentation not previously submitted by Respondent to USASF.
- D. The Appeal may be submitted via the procedure outlined in the Notice of Decision sent to Respondent.
- E. Within fifteen (15) Days of receipt of an Appeal, USASF will review the Appeal and determine whether to alter the previously prescribed Sanction. All Appeal determinations by USASF are final.
- F. Failure to comply with the Appeal Process described herein will be deemed a waiver by Respondent.

## REPORTING CONCERNS OF ABUSE AND/OR POLICY VIOLATIONS

### FOR ISSUES CONCERNING:

- Sexual Abuse
- Physical Abuse
- Neglect

### HOW TO REPORT:

#### STEP 1

1. Contact law enforcement or local child welfare agencies designated to receive and investigate reports of suspected child abuse and neglect: *State Child Abuse and Neglect Reporting Numbers*.

#### STEP 2

1. Complete the *USASF ONLINE REPORTING FORM*.
2. After contacting law enforcement, please have the following information available for your report to USASF:
  - a. the entity to which you reported;
  - b. the name, telephone number and/or email address of the person you spoke with or to whom the case has been assigned;
  - c. any case number or reference number you were given;
  - d. the date you made the report; and
  - e. if you were provided any documentation from the report, please have that available to upload.

QUESTIONS? Contact 720.282.1744 (Monday-Friday, 8 a.m. - 6 p.m. ET)

**CALL 911 IMMEDIATELY IF A MINOR IS IN IMMEDIATE DANGER OR ABUSE IS OCCURRING.**

### FOR ISSUES CONCERNING:

- Sexual Misconduct
- Physical Misconduct
- Emotional Misconduct
- Bullying, Harassment or Hazing
- Stalking
- Misconduct Related to Reporting
- Misconduct Related to USASF's Process
- Criminal charges or dispositions involving child abuse or sexual misconduct
- Violation of Abuse Prevention Policies (APP)
- Other inappropriate conduct as defined in *The Code of Conduct & Compliance*

*Please refer to The Code of Conduct & Compliance for an explanation of items listed above.*

HOW TO REPORT: Complete the Online Reporting Form: [usasf.formstack.com/forms/unified\\_reporting](https://usasf.formstack.com/forms/unified_reporting).

QUESTIONS? Contact 720.282.1744 (Monday-Friday, 8 a.m. - 6 p.m. ET).

### FOR ISSUES CONCERNING:

- USASF age grid or roster violations
- Sanctioned Event violations by owners, coaches, athletes, or personnel
- Violations of Event Producer Sanctioning Standards
- Other Compliance Policy issues outlined in *The Code of Conduct & Compliance, Article 6* (pg. 55-60)

NOTE: You must be a current member of the USASF to file reports of noncompliance.

HOW TO REPORT: Contact a USASF Regional Director: [usasf.net/regional-directors](https://usasf.net/regional-directors).

### FOR ISSUES CONCERNING:

- Financial Disputes
- Employment Concerns
- Facility cleanliness
- Equipment issues
- Scores
- Competitive progression concerns/team placement
- Business practices between the consumer and provider

HOW TO REPORT: Contact your USASF Member Club.

## **ARTICLE 5: FLAGGED SCREENING**

### Appeal Procedure

U.S. All Star Federation, Inc. (USASF) is committed to maintaining a safe environment for all Members of the All Star Cheer and Dance community. In furtherance of USASF's Mission, and as a component of evaluating an Applicant's fitness to be a USASF Member, USASF requires anyone who is seeking Membership in either the Adult Athlete or other Adult Member categories (Adult) to submit to a background screening. USASF's interests in assessing an Applicant's background includes enhancing the safety and well-being of our Members, affiliates, and visitors; evaluating the character, maturity, professionalism, and responsibility of Applicants to USASF; and bolstering the public's trust in USASF. This Flagged Screening Appeal Procedure (the Procedure) applies to any request for a waiver and appeal of an Applicant's background screening that reveals: (1) a Criminal History that includes, but is not limited to, any arrests, indictments, bill of particulars, Criminal Charge or Disposition for the criterion offenses specified by USASF; and/or (2) a Discipline History that includes, but is not limited to, any grievance, report, sanction, disposition, or adjudication brought under Title IX or other similar policies implemented by educational institutions or agencies (Flagged Screening). These Procedures do not prevent any Member Club from implementing additional requirements for affiliation or from making lawful employment-related decisions, even prior to the conclusion of any process outlined in these Procedures. Accordingly, Members and/or Applicants may be subject to additional background checks by individual Clubs depending on the particular Club to which they wish to affiliate.

While an Applicant with a Flagged Screening may be precluded from gaining admission in to USASF, a Flagged Screening does not serve as an automatic bar to admission into USASF. These Procedures replace all previously published procedures related to background screenings and apply to all Flagged Screenings. These Procedures do not apply to violations of the USASF Compliance Policies.

### **Section 5.1 – Background Screening Process**

A. All Adult Applicants must complete a background screening through the USASF's background screening partner to be considered for Membership. Should the background screening or any other information revealed to USASF indicate the Applicant has a Criminal or Discipline History, the Applicant will receive a notice informing the Applicant of their Flagged Screening. Such notice will provide the Applicant with instructions by which to request a waiver and apply to appeal any Membership determination.

Because USASF may consider the totality of the circumstances surrounding each misconduct or offense disclosed, USASF may consider criminal convictions that were sealed or expunged through the legal process. In addition, Applicants may be reporting information from multiple jurisdictions.

Given today's mobile and global society, it may not be possible to obtain complete criminal background information on an individual apart from his/her own complete and honest disclosure. In the event that the USASF later discovers that the information provided by the Applicant in this review process was incomplete or inaccurate, then the USASF has the non-exclusive option of withdrawing any acceptance granted to the Applicant on the basis of falsification of the application.

- B. Should the Applicant's background screening return flagged, the Applicant will receive a notice informing them of such Flagged Screening. The notice will provide the Applicant with instructions by which to request a waiver and apply to appeal the determination. The Applicant must follow the instructions on the Flagged Screening Notice within 60 days of the date of the Notice; otherwise, the Applicant will be denied Membership. If the Applicant determines they would like to move forward with Membership after the 60 days have lapsed, they would need to reapply for Membership and a new screening would need to be obtained at the Applicant's expense through the USASF's screening provider.

### **Section 5.2 – Criminal History and Criterion Offenses**

Criminal conduct is relevant to an individual's fitness to participate in All Star Cheerleading and Dance. The age of a criminal charge or disposition is not relevant to whether a violation of the Code occurred but may be considered for Membership purposes. The USASF reviews criminal charges or dispositions involving Sexual Misconduct or Child Abuse, and any prior consideration, or finding by a Member Club, regarding a criminal disposition involving Sexual Misconduct or Child Abuse is not relevant to the USASF's determination.

- A. To be considered for Membership, an Applicant will be subject to additional review if the Applicant has any Criminal Charge or Disposition including but not limited to:
1. Any felony;
  2. All sexual crimes, criminal offenses of a sexual nature to include but not limited to rape, child molestation, sexual battery, lewd conduct, possession and/or distribution of child pornography, possession and/or distribution of obscene material, prostitution, indecent exposure, public indecency, and/or any sex offender registrant;
  3. Harm to a Minor, including but not limited to: offenses such as child abandonment, child endangerment/neglect/abuse, contributing to the delinquency of a Minor, and DUI with a Minor; Violence against a person, Force, or threat of Force (including crimes involving deadly weapons and domestic violence);
  4. Stalking, Harassment, blackmail, violation of a protection order, and/or threats;

5. Destruction of property, including arson, vandalism, and criminal mischief;
6. Animal abuse, cruelty, and/or neglect; and/or
7. Criminal offenses including “Attempted Crimes” in the above classifications.

**B. Criminal Disposition:**

1. To be considered for Membership, an Applicant will be subject to additional review if the Applicant is or has been subject to any disposition or resolution of a criminal proceeding for the items mentioned in Section 1.1(a-j), including, but not limited to: an adjudication of guilt or admission to a criminal violation, a plea to the charge or a lesser included offense, a plea of no contest, any plea analogous to an Alford or Kennedy plea, the disposition of the proceeding through a diversionary program, deferred adjudication, deferred prosecution, disposition of supervision, conditional dismissal, juvenile delinquency adjudication, or similar arrangement.
2. Notwithstanding the provisions of Section 1.1(a-j) herein, an Applicant who was subject to a criminal proceeding with a resolution that results in a not-guilty finding will not be subject to additional review.

**C. Criminal Charge:**

1. It is a violation of the Code for a Member to have any pending/new criminal charge(s) or warrant(s) for arrest for the items mentioned in Section 2.1(a)(1-8) during the Membership term.
2. When assessing whether conduct constitutes a criminal charge or disposition, the USASF may assess and rely upon the original charges, amended charges, and/or those to which a plea was entered.
3. If the USASF learns of any other crimes other than those listed in Section 2.1(a)(1-8), USASF reserves the right to consider those crimes as well as the totality of the circumstances in all cases for the fitness of Membership.

**REVIEW PROCESS**

**Section 5.3 – Initiating the Procedure**

Should an Applicant fail to respond to the USASF within 60 days of any request for information, the appeal will be denied, and the Applicant will be denied Membership. If an Applicant follows the instructions by which to request a waiver and apply to appeal any Membership determination, USASF may require additional documentation from the Member or Applicant with a Flagged Screening before an admission decision may be made. For example, the information USASF may request includes, but is not limited to:

- A. Date of the misconduct, offense or alleged offense/misconduct;
- B. Nature of the misconduct, offense or alleged offense/misconduct (felony, misdemeanor, etc.);

- C. Previous offenses/misconduct;
- D. History of incarceration;
- E. Current status of parole, probation, and/or release of the Applicant or Member; and/or
- F. Information as to the Applicant or Member’s activities since the date of the last conviction, in particular the Applicant or Member’s rehabilitation and/or treatment efforts.

The information will be collected and forwarded to a USASF committee (the “Committee”) for a decision on admission, as well as any Membership restrictions.

**Section 5.4 – Committee Review**

- A. The Committee will conduct an individualized, case-by-case analysis of each Applicant file that is referred to the Committee. During this review, the Committee will:
  - 1. Identify the material facts of each case;
  - 2. Identify the particular interests of the USASF; and
  - 3. Weigh those material facts against those interests.
  - 4. Such material facts may include, but are not limited to:
    - a. The date(s) of the reported misconduct or offense(s):
      - i. How recent was the misconduct or offense committed to the time of application?
      - ii. For multiple offenses, how far apart were they committed?
      - iii. How old was the Applicant at the time of the misconduct or offense(s)?
      - iv. Are there persistent patterns of criminal conduct or misconduct (i.e., Harassment)?
    - b. The nature of the misconduct or offense(s):
      - i. Was the misconduct or offense(s) against a person or property?
      - ii. Did the misconduct or offense(s) involve a Minor or someone in care or control of the Applicant or Member?
      - iii. Was the misconduct or offense(s) violent or passive?
      - iv. Was the misconduct or offense(s) intentional, reckless, or grossly negligent?
      - v. Were the circumstances that led to the commission of the offense(s) or misconduct also present at a USASF Club or practice?

- c. The severity of the harm caused by the misconduct or offense(s):
    - i. Was the harm serious or minor?
    - ii. Was the harm permanent or temporary?
  - d. Efforts that address rehabilitation for the misconduct or offense(s):
    - i. Has the Applicant assumed responsibility?
    - ii. Did the Applicant acknowledge or contest his/her responsibility?
    - iii. Has the Applicant exhibited evidence of rehabilitation or good conduct?
  - e. Punishments imposed and served:
    - i. What punishments have been imposed?
    - ii. Has the punishment been successfully completed?
    - iii. What is the Applicant's current status regarding punishment (i.e., on bail, probation, or parole)?
  - f. The accuracy of information provided by the Applicant:
    - i. Are there known inconsistencies/inaccuracies in the information provided by the Applicant or Member?
    - ii. Did the Applicant voluntarily disclose information?
  - g. Does the Applicant currently pose a threat to the USASF community?
    - i. Are there ways to lower any risks to an acceptable level?
- B. The Committee will review the documentation provided and make the following recommendations:
1. Do not allow the Applicant to be considered for admission or continued Membership;
  2. Allow the Applicant be considered for admission or continued Membership, but limit some of the benefits of Membership; or
  3. Allow the Applicant to be considered for admission or continued Membership.

**Section 5.5 Decision**

- A. All decisions by the Committee are final and the matter shall be closed upon completion of this Procedure.
- B. No admission or re-admission of Membership may be made regarding an Applicant who discloses criminal or discipline history before the review contemplated by this Procedure has been performed.
- C. The Committee's ultimate decision to not accept an Applicant or place any other Membership restrictions, based upon the Applicant's criminal or

discipline history, are reasonably and rationally related to the USASF's interests in conducting a review of personal criminal or discipline history, and consistent with the standards of professional judgment.

## **ARTICLE 6: COMPLIANCE POLICY**

All Members of the USASF must comply with the provisions set forth in their Membership Agreement(s) and all provisions outlined in the Code of Conduct and Compliance. Any violation of the Member Agreement(s) and/or provisions outlined in this Article of The Code may result in non-compliance Sanctions. Non-compliance Sanctions include:

- A. Official Warning and/or
- B. Imposing Sanctions, including, but not limited to:
  - 1) Educational requirements;
  - 2) Fines;
  - 3) Club audit;
  - 4) Probation with reporting requirements, restrictions or supervision;
  - 5) Suspension;
  - 6) Revocation of Membership; and/or
  - 7) Banishment

### **Section 6.1: Misrepresentation**

- A. Misrepresentation of or related to the following is strictly prohibited:
  - 1. Membership
  - 2. Credentialing
  - 3. USASF Membership profiles
  - 4. Actions of the USASF and/or its authorized representatives
  - 5. USASF Policies

### **Section 6.2: Sanctioned Events**

- A. For any USASF sanctioned Event, Owner(s) & Coaches must comply with the following provisions:
  - 1. All teams attending a USASF sanctioned Event must have a roster associated with that Event.
  - 2. Club Owners are responsible for the accuracy of their Member Club's rosters regardless of who they may delegate to create and associate such rosters.
  - 3. Coaches are responsible for the accuracy of their team(s) rosters for USASF regardless of who may be delegated to create and associate such rosters.

4. Only those persons listed on the roster are permitted in the warm-up room with the team.
  5. All Coach and Athlete Members associated with a team must be listed on the roster.
  6. By associating the roster as indicated above, the Member Club and Club Owner implicitly agree to and are responsible for the terms of the Compliance Cover Sheet.
  7. Prior to the Event lock date, the Member Club must associate the Official USASF roster(s), through its USASF Member profile, for all the Member Club's teams attending the USASF sanctioned Event.
  8. The Member Club must notify the Event Producer of any roster changes made (a) after the Event locks or (b) after the team checked in and before the team takes the floor.
  9. Omission or misrepresentation, whether intentional or accidental, of an Athlete on or missing from the roster constitutes a compliance violation and will result in disqualification from the Event.
  10. Adult Members must bring government-issued identification to USASF sanctioned Events.
  11. While at a USASF sanctioned Event, the Member Club must monitor and enforce the Event's warm-up room requirements for their Club's Owners, Coaches, Personnel and Athletes.
- B. For any USASF sanctioned Event, Event Producer Members must comply with the following provisions:

During its USASF sanctioned Event, the Event Producer must, to the best of its ability, investigate, address and resolve any reports or allegations of noncompliance by Members in attendance.

- a. Event Producers must ensure that every team representing a USASF Member Club competing at its Event has an official USASF roster associated to such Event.
- b. Omission(s) or misrepresentation(s), whether intentional or accidental, of an Athlete on or missing from a roster constitutes a violation whereby the Event Producer must disqualify the noncompliant team while at the Event for which the roster was associated.
- c. Any omission(s) or misrepresentation(s) discovered after the Event, whether intentional or accidental, of an Athlete on a roster constitutes a violation, and the Event Producer must:
  - i. Disqualify the noncompliant team; and/or

- ii. Revoke any associated bids to the Cheerleading or Dance Worlds.
  - d. When Event Producers are notified by Member Clubs of any roster changes made (a) after the Event locks or (b) after the team checked in, but before the team takes the floor, the Event Producer must make such changes to locked rosters to which they were notified prior to the Event closeout.
1. Event Producers must ensure that all Adult Members' identification and eligibility is verified at sanctioned Events prior to providing credentials (i.e. wristbands, lanyards, etc.) which permit access to areas restricted to only USASF Members.
  2. Event Producers must have a process by which they manage and monitor access to restricted areas (i.e. warm up, backstage, etc.) that only USASF Members may enter.
  3. Event Producers must ensure their USASF sanctioned Event stays a NO RECRUITING ZONE.
  4. Within 72 hours after the conclusion of the Event:
    - a. Event Producer must complete close out reports;
    - b. Assign World bids in the Member profile (if applicable); and
    - c. Using the Event Producer Reporting form for Non-Compliance the Event Producer will submit the details for non-compliance violations that were reported, investigated and resolved at the Event and the action that was taken by the Event Producer:
      - i. Non-compliance that was resolved on site with no action taken,
      - ii. Non-compliance that resulted in a warning, disqualification and/or removal from the Event.

**Section 6.3: Drugs and/or Alcohol**

- A. The possession and/or consumption of alcohol and/or illegal drugs in restricted areas (i.e. warm up, backstage) at USASF sanctioned Events is prohibited and must be immediately removed from the Event. If any Member is found in violation of this provision and/or removed from the Event, the Event Producer Member must report the violation using the Event Producer Reporting form for Non-Compliance within 72 hours of the Event.
- B. Any Member perceived to be under the influence of alcohol or illegal drugs at a USASF sanctioned Event must be immediately removed from the Event. If any Member is removed under this provision, the Event Producer Member must report such removal using the Event Producer Reporting form for Non-Compliance within 72 hours of the Event.

#### **Section 6.4: Soliciting and/or Recruiting**

- A. All USASF sanctioned Events are NO RECRUITING zones.
- B. Members may not participate in or allow soliciting/recruiting of Athletes to other Member Clubs while attending a USASF sanctioned Event.
- C. For the purposes of this Section, soliciting and/or recruiting includes, but is not limited to:
  - 1. Any display of general brand-promotional items with the intent to solicit and/or recruit the Athlete to join a different Member Club (For example: T-shirts, banners, pop- up displays or tents that provide Member Club contact information including social media handles.)
  - 2. Distributing any type of advertising, such as business cards, brochures, T-shirts, banners or flyers;
  - 3. Advertising another specific Event that would attract Athletes from Member Clubs (e.g., printed or digital material that includes the phone number, website, social media information, Event date and/or location of other Event); and/or
  - 4. Communicating (including text and/or social media messaging) with an Athlete and/or their parent/guardian, while at a USASF sanctioned Event, with the intent to solicit and/or recruit them to a different Member Club.

#### **Section 6.5: Worlds Release**

- A. Any Athlete who has taken the floor with a Member Club (Primary Club) at a USASF sanctioned Event during The Cheerleading Worlds™ or The Dance Worlds™ (collectively, Worlds™) competitive season (the Worlds™ season) will need a USASF Worlds Club Release Waiver (waiver) to compete with a different Member Club (Secondary Club) at Worlds™. See Appendix A.
  - 1. The Worlds™ season begins November 1 and ends on May 1.
  - 2. This requirement applies to all Athletes regardless of level, category or tier.
  - 3. This requirement does not apply if an Athlete moves from dance to cheer or vice versa.
  - 4. The Primary and Secondary Club Owners must sign the waiver.
  - 5. The completed and signed Waiver must be submitted via uploading the waiver as part of the roster verification form submission process prior to the roster verification process.
  - 6. The original waiver must be available at Worlds™ upon request.

Appendix A. USASF Worlds Club Release Waiver



CLUB RELEASE WAIVER

Athlete Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Phone \_\_\_\_\_ Email Address \_\_\_\_\_

PRIMARY CLUB \_\_\_\_\_ USASF Member # \_\_\_\_\_  
*(First club where athlete was a member)*

Club Owner \_\_\_\_\_ Club Owner's Cell \_\_\_\_\_

Primary Club Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Club Phone \_\_\_\_\_ Website \_\_\_\_\_ Email \_\_\_\_\_

SECONDARY CLUB \_\_\_\_\_ USASF Member # \_\_\_\_\_  
*(Second club where athlete is transferring)*

Club Owner \_\_\_\_\_ Club Owner's Cell \_\_\_\_\_

Secondary Club Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Club Phone \_\_\_\_\_ Website \_\_\_\_\_ Email \_\_\_\_\_

*Completion of the USASF CLUB RELEASE WAIVER is a required process between the primary and secondary club owners. In the event a formal protest is made, and the official release waiver has not been signed, or if the secondary club is not able to provide one as physical proof to a USASF official, then the secondary club will not be eligible or will be disqualified depending on the time of the formal protest. All USASF CLUB RELEASE WAIVERS must be available at Worlds upon request.*

*As the PRIMARY CLUB OWNER signing this release waiver, I fully release the above listed athlete in order to participate with the above listed gym in THE CHEERLEADING WORLDS or THE DANCE WORLDS.*

Primary Club Owner's Signature \_\_\_\_\_ Date \_\_\_\_\_

*As the SECONDARY CLUB OWNER, I attest that the information provided is accurate and understand falsifying documents will result in automatic ineligibility of the athlete and will result in Disciplinary action by the USASF.*

Secondary Club Owner's Signature \_\_\_\_\_ Date \_\_\_\_\_



## Appendix B. Event Compliance



### COMPLIANCE COVER SHEET & CLUB SUMMARY FOR

Club:

Location Name:

Gym Size:

Total Number of Teams:

#### COMPLIANCE STATEMENT & ACKNOWLEDGEMENT

By associating one or more team rosters to a USASF sanctioned event and by attending said event, you accept the terms and conditions of event compliance. You agree to abide by and uphold the standards of compliance. Furthermore you understand that failure to do so may result in disqualification at the event and further disciplinary action by the USASF.

The rosters you provide to the event producer, electronically and in print, become the official record for your club at this event. It is your obligation to ensure that the information included on each roster is accurate. This includes, but is not limited to, the name, date of birth and age for all athletes.

Providing a USASF Official roster that contains inaccurate, false or fraudulent information is a violation of the Code of Conduct & Compliance. All members are subject to disciplinary action for not adhering to the age grid and/or not providing an accurate USASF Official Roster. Omission of athlete information, intentional or accidental, constitutes non-compliance.

#### Compliance statements of understanding: U.S. ALL STAR

*I understand that:*

1. Providing a USASF Official roster that contains inaccurate, false or fraudulent information is a violation of the Code of Conduct & Compliance and subject to Disciplinary Action.
2. All club owners and all members listed on any USASF Compliance Cover Sheet and Official Roster(s) are subject to disciplinary action for not adhering to the age grid and/or not providing an accurate USASF Official Roster.
3. Any athlete that performs or competes at a USASF Sanctioned event that is not listed on the roster or is not a member of the USASF may also face future ineligibility status.
4. Athletes who perform at USASF Sanctioned events but are not listed on the roster are considered ineligible athletes. Teams that perform with ineligible athletes are subject to disqualification in addition to disciplinary sanctions.
5. It is my responsibility to monitor and enforce the USASF Sanctioned Event warm-up room requirements within our club for owners, coaches, personnel and athletes. Failure to do so will result in disciplinary sanctions.
6. Accuracy of the age displayed in the member profile is ultimately the responsibility of the club. Regardless of who enters the athlete information or uploads proof of age documentation, the club representative must verify the information provided is true and correct. Investigation of age eligibility will be handled on site at the event. Failure to upload documentation prior to the event may result in disqualification and further disciplinary sanctions.
7. It is my responsibility to report any change to an Official USASF Roster after the event begins to the event producer prior to the team taking the floor. This typically applies to replacements or substitutions because of injury or a no-show. Regardless of the reason for the change to the roster, it must be reported and documented.
8. Teams from our club must compete in the correct Division (DI or DII) when a split occurs. Furthermore, if any one of our teams compete in a DI event or split when we qualify for DII, regardless of our official "opt-in" status in our USASF Member Profile, our club will no longer be eligible for DII status for the remainder of the season. (Exceptions apply to World Bid events that are associated to a DII only event.)
9. The club I represent and its affiliated members, including owners, coaches, athletes and personnel must adhere to the:
  - Code of Conduct & Compliance
  - Athletic Performance Standards
10. Disciplinary penalties may include fines, suspension and/or revocation of membership.

I certify that the information listed any and all rosters associated to this USASF Sanctioned is in full compliance. It reflects the proper division and all athlete profiles indicate their correct date of birth, correct gender and meet the requirements for the current season USASF age grid.

Print name: \_\_\_\_\_ Role (please circle): Owner Coach Other \_\_\_\_\_

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

Page: 1

---

**Attachment A. Athlete Member Agreement**

---

# U.S. ALL STAR FEDERATION, INC. TERMS AND CONDITIONS FOR ATHLETE MEMBERSHIP

## 1. General

These Terms and Conditions for Individual Membership together with the accompanying Membership registration requirements (“Terms”) apply to all types of Athlete Membership (including, without limitation, Minor and Adult Athletes).

The following terms or phrases have the following meanings, unless the context requires otherwise:

- a) “USASF,” “we,” “us,” or “our”. The terms “USASF,” “we,” “us,” or “our” mean the U. S. All Star Federation, Inc. and, where applicable, its agents, representatives, officers, directors, and employees.
- b) “Member,” “you,” or “your”. The terms “Member,” “you,” or “your” mean the individual named as the Applicant for Membership; if the Applicant is under the age of 18 at the time of application, such words also include the parent or legal guardian of the Minor Applicant, if applicable.
- c) The use of the singular form of any word includes the plural, and vice versa.

In consideration of Membership in the USASF, and a desire to participate in USASF sanctioned and/or sponsored Events, you agree to these Terms, as may be updated from time to time.

## 2. Membership

Membership in the USASF is a privilege and may be (i) denied, withheld, or not renewed at any time by USASF or (ii) Suspended or terminated in accordance with USASF’s bylaws, policies, codes, rules, and standards. You agree that USASF, in its sole discretion, has the right to deny, withhold, not renew, Suspend, or terminate your Membership if: (i) you engage in conduct inconsistent with or violates the USASF’s Code of Conduct and Compliance, rules, policies, Membership requirements, or standards; (ii) USASF has reason to believe you pose a threat to the safety of athletes or other Members; (iii) your behavior is determined to not serve the best interests of All Star Cheer and Dance and/or the USASF; (iv) you are under criminal investigation for any crime that is not consistent with the USASF’s Code of Conduct and Compliance, rules, policies, Membership requirements, or standards; and/or (v) you are charged with and/or convicted of a crime that is not consistent with the USASF’s Code of Conduct and Compliance, rules, policies, Membership requirements, or standards. You understand and agree that the USASF may learn about any of the aforementioned information from a variety of sources, which includes but is not limited to: an initial background screen<sup>1</sup>; routine monitoring of verifiable sources; other Member reports; etc. If your Membership is denied, withheld, not renewed, Suspended, and/or terminated due to information revealed during an initial background

---

<sup>1</sup> Only Adult Athletes (Athletes aged 18 years old and older) are required to submit to a background screening.

screen or routine monitoring of verifiable sources related to your criminal background, you will be given the opportunity to appeal such determination.

You agree to complete all applicable abuse prevention course requirements each competitive season. You agree to annually upload a recent headshot photograph to your Member profile. Athletes who are 17 years or younger for the full membership term agree to upload a clear, readable government-issued document providing proof of age to your Member profile, including but not limited to a birth certificate, driver's license, etc. Adult Athletes, currently 18 or older or those who will turn 18 before May 31st, 2025, agree to complete a background screening with a USASF approved provider, which includes identity verification. Adult Athletes agree to successfully complete all applicable Abuse Prevention Training Refresher course requirements each competitive season. You understand and agree that you are responsible for updating and maintaining your Member profile with current, accurate information. If these requirements are not met, you will not be granted Membership in USASF. Without an active Membership, you may not participate in any USASF sponsored and/or sanctioned activity.

You have read, understand, and agree to abide by these Terms, the USASF bylaws, policies, codes, rules, and/or standards, as well as all applicable federal, state, and local laws. You understand and agree that any discipline imposed by USASF may extend to your participation in all aspects of All Star cheerleading and/or dance, which is sanctioned and/or sponsored by USASF. Adult Athletes agree that any disciplinary measure, whether interim or final, whether imposed before or after the date of these Terms, whether expired or in effect, may be posted on our website or otherwise publicly published and may include information identifying you and describing the misconduct alleged. Should you have any concerns, grievances, or disagreements with any USASF policies, codes, disciplinary rulings or actions, you agree you will utilize the communication options within the structure of the USASF.

You acknowledge and agree that through USASF's commitment to athlete safety in the cheer and dance industry, USASF may share any report and/or disciplinary action regarding or involving you with the USA Federation for Sport Cheering ("USA Cheer") and/or the Member Club with which You are affiliated/attached. You agree that USASF may disclose any information provided by, or about, you as USASF determines is reasonably necessary to comply with any law, regulation, legal process, or any request by any governmental body or agency.

**TO THE MAXIMUM EXTENT ALLOWED BY LAW, YOU FOREVER RELEASE, HOLD HARMLESS, AND DISCHARGE USASF (INCLUDING ALL OF USASF'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, CONSULTANTS, INVESTIGATORS, ATTORNEYS, REPRESENTATIVES, AFFILIATES, SUCCESSORS, AND ASSIGNEES) FROM ANY AND ALL LOSS, LIABILITY, DAMAGE, OR CLAIM OF ANY KIND OR NATURE, WHETHER KNOWN OR UNKNOWN, WHETHER IN LAW OR IN EQUITY, WHETHER NOW EXISTING OR ACCRUING IN THE FUTURE, ARISING OUT OF OR IN CONNECTION WITH ANY INFORMATION OR OPINION DISCLOSED IN ACCORDANCE WITH THIS SECTION.**

### **3. USASF Policies**

You agree that you will read, become familiar with, comply with, protect, and preserve all policies that apply to you or your Membership in USASF. These include, but are not limited to: these Terms; rules of competition; the USASF Code of Conduct & Compliance, which includes the Conduct Regulations, Athlete Protection Policies, and Compliance Policies; the USASF Cheer Rules; the USASF Dance Rules; the USASF Cheer Age Grid; the USASF Dance Age Grid; the USASF Sanctioning Guidelines; the USASF Athletic Performance Standards; and any other rules and policies, as each may be amended from time to time. You agree that at USASF's sole discretion, we may require you, as a condition of continuing your Membership, to obtain additional training, take additional educational courses, submit to additional screening, and/or provide other additional information to ensure compliance with these Terms and USASF's policies, codes, and/or standards.

Additionally, you understand and agree that if you know of, suspect, or have reason to believe that another Member has violated any of the aforementioned policies, guidelines, and/or rules, it is your responsibility to promptly submit a report to the USASF. You agree to cooperate with and provide all available information to investigators and/or USASF, if you are subject to an administrative investigation implemented by or on behalf of USASF.

#### **4. WAIVER, LIMITATION OF LIABILITY, AND RELEASE.**

**USASF'S SOLE LIABILITY SHALL BE AS STATED IN THE USASF BYLAWS, THESE TERMS, AND OTHER USASF POLICIES. YOU AGREE YOU WILL NOT HOLD USASF LIABLE FOR ANY LOSS OR DAMAGE SUFFERED AS A RESULT OF, OR IN ANY WAY CONNECTED WITH, THESE TERMS, YOUR MEMBERSHIP, YOUR PARTICIPATION IN A USASF SPONSORED OR SANCTIONED EVENT AND/OR PARTICIPATION IN A USASF MEMBER CLUB FUNCTION. YOUR EXCLUSIVE REMEDY SHALL BE AS SET FORTH IN THESE TERMS. YOU AGREE THAT YOU ARE FULLY AWARE OF AND VOLUNTARILY ASSUME THE RISKS INHERENT IN THE SPORT OF CHEERLEADING AND DANCE, SUCH RISKS MAY INCLUDE BUT ARE NOT LIMITED TO INJURY, PARALYSIS, AND DEATH. YOU AGREE, TO THE MAXIMUM EXTENT ALLOWED BY LAW, USASF (INCLUDING ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, CONSULTANTS, INVESTIGATORS, ATTORNEYS, REPRESENTATIVES, AFFILIATES, SUCCESSORS, AND ASSIGNEES) SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE LOSSES OR DAMAGES ARISING OUT OF OR RELATED TO YOUR MEMBERSHIP OR YOUR PARTICIPATION IN A USASF SPONSORED OR SANCTIONED EVENT.**

**IT IS FURTHER AGREED, THAT YOU COMPLETELY INDEMNIFY, DEFEND, RELEASE, AND HOLD HARMLESS USASF (INCLUDING ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, CONSULTANTS, INVESTIGATORS, ATTORNEYS, REPRESENTATIVES AFFILIATES, SUCCESSORS, AND ASSIGNS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, PARTNERS, AGENTS, REPRESENTATIVES, AND EMPLOYEES (COLLECTIVELY, REFERRED TO AS THE "INDEMNIFIED PARTIES")), FROM AND**

**AGAINST ANY AND ALL CLAIMS AGAINST THE INDEMNIFIED PARTIES, LOSSES, OR DAMAGES OF ANY KIND ARISING FROM, OUT OF, OR IN ANY WAY CONNECTED WITH THESE TERMS, YOUR MEMBERSHIP, AND/OR PARTICIPATION AT ANY USASF SANCTIONED OR SPONSORED EVENT. THIS INDEMNITY PROTECTS, HOLDS HARMLESS AND INDEMNIFIES THE INDEMNIFIED PARTIES FROM THE CONSEQUENCES, IF ANY, OF ANY FAULT, CAUSATION, NEGLIGENCE, NEGLIGENT HIRING AND RETENTION, STRICT LIABILITY, GROSS NEGLIGENCE, BREACH OF DUTY, BREACH OF CONTRACT, STATUTORY VIOLATION, OR TORTIOUS CONDUCT ON THE PART OF ANY PARTY, INCLUDING BUT NOT LIMITED TO, YOU AND/OR THE INDEMNIFIED PARTIES AND/OR ANY USASF MEMBER SHOULD ANY SUCH BREACH OF DUTY, TORTIOUS CONDUCT, STATUTORY VIOLATIONS, NEGLIGENCE, FAULT, OR CAUSATION EVER BE ALLEGED, ASSERTED, AND/OR PROVED AGAINST YOU AND/OR THE INDEMNIFIED PARTIES. THE ONLY EXCEPTION TO THE AFOREMENTIONED INDEMNITY IS FOR CLAIMS BASED UPON THE INTENTIONAL OR RECKLESS CONDUCT OF USASF. NOTHING HEREIN AFFECTS ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.**

**Should you obtain any literature from a Coach, Club, Club Owner, and/or any Adult Participant, such literature does not mean, guarantee, warrant, or imply that USASF or the Indemnified Parties represents or has verified its accuracy.**

#### **5. No Assignment or Transfer and Non-Refundable.**

Your Membership is non-refundable, non-transferable, and not assignable to any other person or entity. Once your Membership fee has been paid, that fee is non-refundable and non-transferable. Any purported transfer or assignment is null and void.

#### **6. Readiness to Compete.**

You agree that you will only participate in those USASF events for which you are physically and psychologically prepared to compete. Before participating in any USASF sponsored and/or sanctioned Event(s), you will have sufficiently and proficiently practiced your exercises. You will only perform those exercises that you have accomplished to a degree of confidence necessary to assure yourself and your coach that you can perform them by yourself, appropriately, and without unreasonable risk of injury to yourself or others.

You consent to, should you participate during The Cheerleading Worlds™ or The Dance Worlds™ (collectively, “Worlds™”), USASF, its employees, agents, or other authorized personnel, provide, through medical personnel of USASF’s choice, customary medical or athletic training attention, transportation, and/or emergency medical services as required in the course of your participation in Worlds™.

#### **7. Compliance with Laws.**

You represent and warrant that you have complied, and will continue to comply with, all statutes, laws, rules, orders, restrictions, and regulations of the USASF and/or any governmental authority or any instrumentality or agency having jurisdiction over the conduct of you and/or your Membership with USASF. This includes, without limitation, all applicable mandatory reporting laws.

## **8. Effect of Application and Membership; Compliance with Terms**

In addition to the aforementioned terms, you acknowledge that your application for Membership will not be activated or deemed eligible until you are in complete compliance with these Terms and other Membership requirements. Without an active Membership, you may not participate in any USASF sponsored or sanctioned activity. If you do not comply with these Terms and all other USASF policies, USASF may terminate your Membership.

## **9. Misrepresentation**

You agree you will not make false statements about or falsify rosters and/or registration forms. You understand and agree that making false statements in any form regarding your USASF Membership, eligibility, credentialing, or certifications is prohibited. Additionally, you understand and agree that knowingly disseminating false or misleading information about another Member is prohibited.

## **10. Worlds Club Release Waiver**

Any Athlete who has taken the floor with a Member Club (“Primary Club”) at a USASF sanctioned Event during The Cheerleading Worlds™ or The Dance Worlds™ (collectively, “Worlds™”) competitive season (the “Worlds™ Season”) will need a USASF Worlds Club Release Waiver (“Waiver”) to compete with a different Member Club (“Secondary Club”) at Worlds™. The Worlds™ Season begins November 1st and ends on May 1st. This requirement applies to all Athletes regardless of level, category, or tier. This requirement does not apply if an Athlete moves from dance to cheer or vice versa. The Primary and Secondary Club Owners must sign the Waiver. The completed and signed Waiver must be submitted via uploading the Waiver as part of the roster verification form submission process prior to the roster verification process. The original Waiver must be available at Worlds™ upon request.

## **11. Media and Likeness Release and Consent**

You understand that USASF produces promotional and educational material relating to its programs. You understand that as a member you may be included in videos, DVDs, podcasts, video casts, and/or photographs, taken during USASF sponsored and sanctioned Events. You release and grant to the USASF and USASF Member Event Producers the irrevocable, lifetime, royalty-free, non-exclusive, worldwide right to use your name, image, likeness, appearance, portrait, photograph, video, voice, athletic performance, biographical information, and any other indicia of identity (hereinafter, “Likeness”), in any format, medium, technology, and platforms whatsoever, from any USASF sponsored and sanctioned Event in which you participate, and to distribute, broadcast, publish, re-publish, adapt, reproduce, edit, modify, display, exhibit and

otherwise use or reuse your Likeness, without charge, restriction, or liability, in all forms, in all manners, and in all media now existing or to be created in the future (including but not limited to publications for educational purposes, research, marketing, advertising, news media, and website materials) into perpetuity, unless otherwise specified and agreed upon. Further, you assign, transfer, and grant to USASF and/or USASF Member Event Producers the right to photograph and/or videotape you and to utilize such video and photographs and your Likeness as part of the USASF sponsored and sanctioned Event or in any other media now in existence or hereafter developed, in advertising and promoting USASF sponsored and sanctioned Events, in advertising and promoting similar future events or in advertising and promotions relating to USASF and/or USASF Member Event Producers without reservations and limitations. You understand and agree that such materials, including all negatives, digital images, and prints shall become and remain the sole property of USASF and/or USASF Member Event Producers and you shall have no right or title to such items. You further understand and agree that these materials may be kept on file and used by USASF and/or USASF Member Event Producers for potential future purposes and further agree to release the USASF and USASF Member Event Producers from any all liability arising from or in connection with the taking, use, publication, or dissemination of such materials. Additionally, you waive any right to inspect or approve your Likeness in the finished version in which you appear and/or incorporating your Likeness, including written copy that may be created and appear in connection therewith. You hereby waive any claims you may have based on any usage of any video, photographs, or works derived therefrom, including but not limited to claims for invasion of privacy or publicity or for libel. You further release and absolve USASF from any liability resulting from any use of your Likeness. It is expressly agreed, however, that USASF and/or USASF Member Event Producers are under no obligation to use said Likeness for any purpose whatsoever. Moreover, you understand that USASF will not compensate you in any way or pay you for use of your Likeness. You agree that this release shall be binding on you, your legal representatives, heirs, and assigns.

## **12. Intellectual Property**

You acknowledge and agree that USASF is the owner of all rights and title in and to its intellectual property, including, but not limited to, all improvements, discoveries, inventions, works of authorship, including without limitation, training materials, rules, policies, and handouts, graphics, and names, indicia of origin, and trademarks (“Intellectual Property”). All goodwill associated with such Intellectual Property belongs to and inures to the exclusive benefit of USASF. You agree not to knowingly in any way do or cause to be done any act or thing contesting or in any way impairing or interfering with USASF’s right, title, and interest in and to its Intellectual Property.

## **13. Miscellaneous**

- a. Section Headings. All section headings are for convenience only and shall not be construed as a limitation of the scope of the sections to which they refer.
- b. Severability. All terms may be enforced to the maximum extent permitted by law. If any term is invalid or unenforceable, all other terms shall remain in effect. Failure to enforce a term herein does not waive USASF’s right to enforce other terms herein.

- c. Mandatory Mediation. You agree that any dispute that may arise out of, or relate to, these Terms or your Membership with USASF that cannot be resolved within ten (10) days of written notice by either party to the other, shall be submitted for resolution by non-binding mediation with a mutually agreeable mediator and at a mutually agreed upon date and time. You agree that the commencement and completion of mediation proceedings pursuant to the foregoing is a condition precedent to the filing of a lawsuit in state or federal court. You agree that the costs and expenses for any such medication, including compensation and expenses of the mediator, shall be your responsibility, except for any party's own legal costs, which shall be paid by the party incurring the same. You agree that all mediation discussions and/or compromises shall be confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.
- d. Governing Law, Jurisdiction, & Venue. These Terms shall be construed in accordance with Tennessee law, without application of its choice of law rules. Any action arising out of these Terms or your Membership in USASF shall be brought in a state or federal court of competent subject matter jurisdiction in Shelby County, Tennessee. You expressly consent to the personal jurisdiction of such courts and waive any argument or defense that such courts are an inconvenient forum.

---

**Attachment B. Coach Member Agreement**

---

**U.S. ALL STAR FEDERATION, INC.  
TERMS AND CONDITIONS FOR COACH MEMBERSHIP**

**1. General**

These Terms and Conditions for Coach Membership together with the accompanying Membership registration requirements (“Terms”) apply to all persons applying for Membership in this category, which includes, but is not limited to cheer and/or dance: Coaches; Member Club Owners regardless of ownership percentage; and auxiliary applicants.

The following terms or phrases have the following meanings, unless the context requires otherwise:

- a) “USASF,” “we,” “us,” or “our”. The terms “USASF,” “we,” “us,” or “our” mean the U. S. All Star Federation, Inc. and, where applicable, its agents, representatives, officers, directors, and employees.
- b) “Member,” “you,” or “your”. The terms “Member,” “you,” or “your” mean the individual named as the Applicant for Membership.
- c) The use of the singular form of any word includes the plural, and vice versa.

In consideration of Membership in the USASF, and a desire to participate in USASF sanctioned and/or sponsored Events, you agree to these Terms, as may be updated from time to time.

**2. Membership Process**

Membership with the USASF may be granted after: (1) your Membership fee has been paid; (2) you have obtained a green-light status from your USASF screening; and (3) you have completed the athlete protection training as specified by USASF. Once your Membership fee has been paid, that fee is non-refundable and non-transferable. Your Membership is non-refundable, non-transferable, and not assignable to any other person or entity. Any purported transfer is null and void.

**3. Membership**

Membership in the USASF is a privilege and may be (i) denied, withheld, or not renewed at any time by USASF or (ii) Suspended or terminated in accordance with USASF’s bylaws, policies, codes, rules, and standards. You agree that USASF, in its sole discretion, has the right to deny, withhold, not renew, Suspend, or terminate your Membership if: (i) you engage in conduct inconsistent with or violates the USASF’s Code of Conduct and Compliance, rules, policies, Membership requirements, or standards; (ii) USASF has reason to believe you pose a threat to the safety of athletes or other Members; (iii) your behavior is determined to not serve the best interests of All Star Cheer and Dance and/or the USASF; (iv) you are under criminal investigation for any crime that is not consistent with the USASF’s Code of Conduct and Compliance, rules, policies, Membership requirements, or standards; and/or (v) you are charged

with and/or convicted of a crime that is not consistent with the USASF's Code of Conduct and Compliance, rules, policies, Membership requirements, or standards. You understand and agree that the USASF may learn about any of the aforementioned information from a variety of sources, which includes but is not limited to: an initial background screen; routine monitoring of verifiable sources; other Member reports; etc. If your Membership is denied, withheld, not renewed, Suspended, and/or terminated due to information revealed during an initial background screen or routine monitoring of verifiable sources related to your criminal background, you will be given the opportunity to appeal such determination.

You agree to complete all applicable abuse prevention courses requirements each competitive season. You agree to annually upload a recent headshot photograph to your Member profile. You agree to upload a document providing proof of age to your Member profile, including but not limited to a birth certificate, driver's license, etc. You agree to complete a background screening and minor abuse prevention training. You understand and agree that you are responsible for updating and maintaining your Member profile with current, accurate information. If these requirements are not met, you will not be granted Membership in USASF. Without an active Membership, you may not participate in any USASF sponsored and/or sanctioned activity.

You have read, understand, and agree to abide by these Terms, the USASF bylaws, policies, codes, rules, and/or standards, as well as all applicable federal, state, and local laws. You understand and agree that any discipline imposed by USASF may extend to your participation in all aspects of All Star cheerleading and/or dance, which is sanctioned and/or sponsored by USASF. You agree that any disciplinary measure, whether interim or final, whether imposed before or after the date of these Terms, whether expired or in effect, may be posted on our website or otherwise publicly published and may include information identifying you and describing the misconduct alleged. Should you have any concerns, grievances, or disagreements with any USASF policies, codes, disciplinary rulings or actions, you agree you will utilize the communication options within the structure of the USASF.

You acknowledge and agree that through USASF's commitment to athlete safety in the cheer and dance industry, USASF may share any report and/or disciplinary action regarding or involving you with the USA Federation for Sport Cheering ("USA Cheer") and/or the Member Club with which You are affiliated/attached. You agree that USASF may disclose any information provided by, or about, you as USASF determines is reasonably necessary to comply with any law, regulation, legal process, or any request by any governmental body or agency.

**TO THE MAXIMUM EXTENT ALLOWED BY LAW, YOU FOREVER RELEASE, HOLD HARMLESS, AND DISCHARGE USASF (INCLUDING ALL OF USASF'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, CONSULTANTS, INVESTIGATORS, ATTORNEYS, REPRESENTATIVES, AFFILIATES, SUCCESSORS, AND ASSIGNEES) FROM ANY AND ALL LOSS, LIABILITY, DAMAGE, OR CLAIM OF ANY KIND OR NATURE, WHETHER KNOWN OR UNKNOWN, WHETHER IN LAW OR IN EQUITY, WHETHER NOW EXISTING OR ACCRUING IN THE FUTURE, ARISING OUT OF OR IN CONNECTION WITH ANY INFORMATION OR OPINION DISCLOSED IN ACCORDANCE WITH THIS SECTION.**

#### 4. USASF Policies

You agree that you will read, become familiar with, comply with, protect, and preserve all policies that apply to you or your membership in USASF. These include, but are not limited to: these Terms; rules of competition; the USASF Code of Conduct & Compliance, which includes the Conduct Regulations, Athlete Protection Policies, and Compliance Policies; the USASF Cheer Rules; the USASF Dance Rules; the USASF Cheer Age Grid; the USASF Dance Age Grid; the USASF Sanctioning Guidelines; the USASF Athletic Performance Standards; and any other rules and policies, as each may be amended from time to time. You agree that at USASF's sole discretion, we may require you, as a condition of continuing your membership, to obtain additional training, take additional educational courses, submit to additional screening, and/or provide other additional information to ensure compliance with these Terms and USASF's policies, codes, and/or standards.

Additionally, you understand and agree that if you know of, suspect, or have reason to believe that another Member has violated any of the aforementioned policies, guidelines, and/or rules, it is your responsibility to promptly submit a report to the USASF. You agree to cooperate with and provide all available information to investigators and/or USASF, if you are subject to an administrative investigation implemented by or on behalf of USASF.

#### 5. WAIVER, LIMITATION OF LIABILITY, AND RELEASE.

**USASF'S SOLE LIABILITY SHALL BE AS STATED IN THE USASF BYLAWS, THESE TERMS, AND OTHER USASF POLICIES. YOU AGREE YOU WILL NOT HOLD USASF LIABLE FOR ANY LOSS OR DAMAGE SUFFERED AS A RESULT OF, OR IN ANY WAY CONNECTED WITH, THESE TERMS, YOUR MEMBERSHIP, PARTICIPATION IN A USASF SPONSORED OR SANCTIONED EVENT, AND/OR YOUR PARTICIPATION IN A USASF MEMBER CLUB FUNCTION. YOUR EXCLUSIVE REMEDY SHALL BE AS SET FORTH IN THESE TERMS. YOU AGREE THAT YOU ARE FULLY AWARE OF AND VOLUNTARILY ASSUME THE RISKS INHERENT IN THE SPORT OF CHEERLEADING AND DANCE. SUCH RISKS MAY INCLUDE BUT ARE NOT LIMITED TO INJURY, PARALYSIS, AND DEATH. YOU AGREE, TO THE MAXIMUM EXTENT ALLOWED BY LAW, USASF (INCLUDING ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, CONSULTANTS, INVESTIGATORS, ATTORNEYS, REPRESENTATIVES, SUCCESSORS, AND ASSIGNEES) SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE LOSSES OR DAMAGES ARISING OUT OF OR RELATED TO YOUR MEMBERSHIP OR YOUR PARTICIPATION IN A USASF SPONSORED OR SANCTIONED EVENT.**

**IT IS FURTHER AGREED, THAT YOU COMPLETELY INDEMNIFY, DEFEND, RELEASE, AND HOLD HARMLESS USASF (INCLUDING ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, CONSULTANTS, INVESTIGATORS, ATTORNEYS, REPRESENTATIVES, AFFILIATES, SUCCESSORS, AND ASSIGNS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS,**

**SHAREHOLDERS, PARTNERS, AGENTS, REPRESENTATIVES, AND EMPLOYEES (COLLECTIVELY, REFERRED TO AS THE “INDEMNIFIED PARTIES”)), FROM AND AGAINST ANY AND ALL CLAIMS AGAINST THE INDEMNIFIED PARTIES, LOSSES, OR DAMAGES OF ANY KIND ARISING FROM, OUT OF, OR IN ANY WAY CONNECTED WITH THESE TERMS, YOUR MEMBERSHIP, AND/OR PARTICIPATION AT ANY USASF SANCTIONED OR SPONSORED EVENT. THIS INDEMNITY PROTECTS, HOLDS HARMLESS AND INDEMNIFIES THE INDEMNIFIED PARTIES FROM THE CONSEQUENCES, IF ANY, OF ANY FAULT, CAUSATION, NEGLIGENCE, NEGLIGENT HIRING AND RETENTION, STRICT LIABILITY, GROSS NEGLIGENCE, BREACH OF DUTY, BREACH OF CONTRACT, STATUTORY VIOLATION, OR TORTIOUS CONDUCT ON THE PART OF ANY PARTY, INCLUDING BUT NOT LIMITED TO, YOU AND/OR THE INDEMNIFIED PARTIES AND/OR ANY USASF MEMBER SHOULD ANY SUCH BREACH OF DUTY, TORTIOUS CONDUCT, STATUTORY VIOLATIONS, NEGLIGENCE, FAULT, OR CAUSATION EVER BE ALLEGED, ASSERTED, AND/OR PROVED AGAINST YOU AND/OR THE INDEMNIFIED PARTIES. THE ONLY EXCEPTION TO THE AFOREMENTIONED INDEMNITY IS FOR CLAIMS BASED UPON THE INTENTIONAL OR RECKLESS CONDUCT OF USASF. NOTHING HEREIN AFFECTS ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.**

**Should you obtain any literature from a Coach, Club, Club Owner, and/or any Adult Participant, such literature does not mean, guarantee, warrant, or imply that USASF or the Indemnified Parties represents or has verified its accuracy.**

## **6. Concussion Education**

Each USASF Club Member must have a concussion policy that includes its approach, policies, and procedure in connection with concussion recognition and care. All competitive team Adult Athlete(s) and parents or guardians of each Minor Athlete must sign the Club Member’s concussion policy. Parents/guardians or the signing Athlete should be given a copy of the policy. All Coaches must be trained in the Club Member’s concussion policy. You must update your Member profile with confirmation of completion and/or compliance with this section.

## **7. Compliance with Laws**

You represent and warrant that you have complied, and will continue to comply with, all statutes, laws, rules, orders, restrictions, and regulations of the USASF and/or any governmental authority or any instrumentality or agency having jurisdiction over the conduct of you and/or your Membership with USASF. This includes, without limitation, all applicable mandatory reporting laws.

## **8. Effect of Application and Membership; Compliance with Terms**

In addition to the aforementioned terms, you acknowledge that your application for Membership will not be activated or deemed eligible until you are in complete compliance with these Terms

and other Membership requirements. Without an active Membership, you may not participate in any USASF sponsored or sanctioned activity. If you do not comply with these Terms and all other USASF policies, USASF may terminate your Membership.

## **9. Misrepresentation**

You agree you will not make false statements about or falsify rosters and/or registration forms. You understand and agree that making false statements in any form regarding your USASF Membership, eligibility, credentialing, or certifications is prohibited. Additionally, you understand and agree that knowingly disseminating false or misleading information about another Member is prohibited.

## **10. Intellectual Property.**

You acknowledge and agree that USASF is the owner of all rights and title in and to its intellectual property, including, but not limited to, all improvements, discoveries, inventions, works of authorship, including without limitation, training materials, rules, policies, and handouts, graphics, and names, indicia of origin, and trademarks (“Intellectual Property”). All goodwill associated with such Intellectual Property belongs to and inures to the exclusive benefit of USASF. You agree not to knowingly in any way do or cause to be done any act or thing contesting or in any way impairing or interfering with USASF’s right, title, and interest in and to its Intellectual Property.

## **11. Media and Likeness Release and Consent**

You understand that USASF produces promotional and educational material relating to its programs. You understand that as a member you may be included in videos, DVDs, podcasts, video casts, and/or photographs, taken during USASF sponsored and sanctioned Events. You release and grant to the USASF and USASF Member Event Producers the irrevocable, lifetime, royalty-free, non-exclusive, worldwide right to use your name, image, likeness, appearance, portrait, photograph, video, voice, athletic performance, biographical information, and any other indicia of identity (hereinafter, “Likeness”), in any format, medium, technology, and platforms whatsoever, from any USASF sponsored and sanctioned Event in which you participate, and to distribute, broadcast, publish, re-publish, adapt, reproduce, edit, modify, display, exhibit and otherwise use or reuse your Likeness, without charge, restriction, or liability, in all forms, in all manners, and in all media now existing or to be created in the future (including but not limited to publications for educational purposes, research, marketing, advertising, news media, and website materials) into perpetuity, unless otherwise specified and agreed upon. Further, you assign, transfer, and grant to USASF and/or USASF Member Event Producers the right to photograph and/or videotape you and to utilize such video and photographs and your Likeness as part of the USASF sponsored and sanctioned Event or in any other media now in existence or hereafter developed, in advertising and promoting USASF sponsored and sanctioned Events, in advertising and promoting similar future events or in advertising and promotions relating to USASF and/or USASF Member Event Producers without reservations and limitations. You understand and agree that such materials, including all negatives, digital images, and prints shall become and remain the sole property of USASF and/or USASF Member Event Producers and you shall have no right or

title to such items. You further understand and agree that these materials may be kept on file and used by USASF and/or USASF Member Event Producers for potential future purposes and further agree to release the USASF and USASF Member Event Producers from any all liability arising from or in connection with the taking, use, publication, or dissemination of such materials. Additionally, you waive any right to inspect or approve your Likeness in the finished version in which you appear and/or incorporating your Likeness, including written copy that may be created and appear in connection therewith. You hereby waive any claims you may have based on any usage of any video, photographs, or works derived therefrom, including but not limited to claims for invasion of privacy or publicity or for libel. You further release and absolve USASF from any liability resulting from any use of your Likeness. It is expressly agreed, however, that USASF and/or USASF Member Event Producers are under no obligation to use said Likeness for any purpose whatsoever. Moreover, you understand that USASF will not compensate you in any way or pay you for use of your Likeness. You agree that this release shall be binding on you, your legal representatives, heirs, and assigns.

## **12. Specific Membership Requirements**

- a. Coach or Club Owner – Requirements. If you are an adult (i.e., 18 years of age and older) Coach, judge, or Club Owner, you agree to successfully complete all applicable abuse prevention course requirements each competitive season. You agree to successfully complete a background screening through a USASF-approved organization. Additionally, you agree to notify the USASF, via your Member profile, that you have current concussion education training.
- b. Photographer/Videographer, or Medical – Requirements. If you are an adult photographer/videographer, or medical Member you agree to successfully complete all applicable abuse prevention course requirements each competitive season. You agree to successfully complete a background screening through a USASF-approved organization.
- c. Volunteer – Requirements. If you are an adult volunteer Member over the age of 18 with regular access to and/or Authority over Minors, you agree to successfully complete a background screening through a USASF-approved organization. and take all courses required by USASF, including without limitation, the required abuse prevention training.

## **13. Miscellaneous**

- a. Section Headings. All section headings are for convenience only and shall not be construed as a limitation of the scope of the sections to which they refer.
- b. Severability. All terms may be enforced to the maximum extent permitted by law. If any term is invalid or unenforceable, all other terms shall remain in effect. Failure to enforce a term herein does not waive USASF's right to enforce other terms herein.
- c. Mandatory Mediation. You agree that any dispute that may arise out of, or relate to, these Terms or your Membership with USASF that cannot be resolved within ten (10) days of written notice by either party to the other, shall be submitted for resolution by non-binding mediation with a mutually agreeable mediator and at a mutually agreed upon date and time. You agree that the commencement and completion of mediation proceedings pursuant to the foregoing is a condition precedent to the filing of a lawsuit in state or federal court. You agree that the costs and expenses for any such mediation, including compensation and

expenses of the mediator, shall be your responsibility, except for any party's own legal costs, which shall be paid by the party incurring the same. You agree that all mediation discussions and/or compromises shall be confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

- d. Governing Law, Jurisdiction, & Venue. These Terms shall be construed in accordance with Tennessee law, without application of its choice of law rules. Any action arising out of these Terms or your Membership in USASF shall be brought in a state or federal court of competent subject matter jurisdiction in Shelby County, Tennessee. You expressly consent to the personal jurisdiction of such courts and waive any argument or defense that such courts are an inconvenient forum.
- e. Medical Attention. You consent to, during The Cheerleading Worlds™ or The Dance Worlds™ (collectively, "Worlds™"), USASF, its employees, agents, or other authorized personnel, provide, through medical personnel of USASF's choice, customary medical or athletic training attention, transportation, and/or emergency medical services as required in the course of your participation in Worlds™.

---

**Attachment C. Club Member Agreement**

---

# U.S. ALL STAR FEDERATION, INC. TERMS AND CONDITIONS FOR CLUB MEMBERSHIP

## 1. General

These Terms and Conditions for Club Membership (“Terms”) apply to the Membership of person(s) or entity(ies) that provide cheer and/or dance training and/or instruction and that register/compete a team of Athletes in any U.S. All Star Federation, Inc. (“USASF”) sanctioned or sponsored Event.

The following terms or phrases have the following meanings, unless the context requires otherwise:

- a) “USASF,” “we,” “us,” or “our”. The terms “USASF,” “we,” “us,” or “our” mean the U. S. All Star Federation, Inc. and, where applicable, its agents, representatives, officers, directors, and employees.
- b) “Club Member,” “it,” “you,” or “your”. The terms “Club Member,” “it,” “you,” or “your” mean the person(s) or entity(ies) that is applying for Membership and whose representative has signed below, and where applicable, its agents, representatives, officers, directors, and employees.
- c) The use of the singular form of any word includes the plural, and vice versa.

In consideration of Membership in USASF, and a desire to participate in USASF sanctioned and sponsored Events, you agree to these Terms, as may be updated from time to time.

## 2. Membership

Membership in the USASF is a privilege and may be (i) denied, withheld, or not renewed at any time by USASF or (ii) Suspended or terminated in accordance with USASF’s bylaws, policies, codes, rules, and standards. You agree that USASF, in its sole discretion, has the right to deny, withhold, not renew, Suspend, or terminate your Membership if: (i) you knowingly allow your agents, representatives, officers, directors, coaches, and/or employees to engage in any Sexual Misconduct; (ii) USASF has reason to believe you pose a threat to the safety of athletes or other Members; (iii) you violate any USASF policies, codes, rules, standards, or Membership requirements; and/or (iv) you are under criminal investigation.

You have read, understand, and agree to abide by these Terms, USASF bylaws, policies, codes, rules, and standards, as well as all applicable federal, state, and local laws. You understand and agree that any discipline imposed by USASF may extend to the Club Member’s participation in all aspects of All Star cheerleading and/or dance, which is sanctioned and/or sponsored by USASF. You agree that any disciplinary measure, whether interim or final, whether imposed before or after the date of these Terms, whether expired or in effect, may be posted on our website or otherwise publicly published and may include information identifying you and describing the misconduct alleged. Should you have any concerns, grievances, or disagreements with any USASF policies,

codes, or disciplinary rulings or actions, you agree you will utilize the communication options within the structure of the USASF.

You acknowledge and agree that through USASF's commitment to athlete safety in the cheer and dance industry, USASF may share any report and/or disciplinary action regarding or involving you with the USA Federation for Sport Cheering ("USA Cheer"). You agree that USASF may disclose any information provided by, or about, you as USASF determines is reasonably necessary to comply with any law, regulation, legal process, or any request by any governmental body or agency.

**TO THE MAXIMUM EXTENT ALLOWED BY LAW, YOU FOREVER RELEASE, HOLD HARMLESS, AND DISCHARGE USASF (INCLUDING ALL OF USASF'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, CONSULTANTS, INVESTIGATORS, ATTORNEYS, REPRESENTATIVES, SUCCESSORS, AND ASSIGNEES) FROM ANY AND ALL LOSS, LIABILITY, DAMAGE, OR CLAIM OF ANY KIND OR NATURE, WHETHER KNOWN OR UNKNOWN, WHETHER IN LAW OR IN EQUITY, WHETHER NOW EXISTING OR ACCRUING IN THE FUTURE, ARISING OUT OF OR IN CONNECTION WITH ANY INFORMATION OR OPINION DISCLOSED IN ACCORDANCE WITH THIS SECTION.**

### **3. USASF Policies**

You agree that you will read, become familiar with, comply with, protect, and preserve all policies that apply to you or your membership in USASF. You agree that you will expect your employees, coaches, agents, representatives, owners, managers, and directors to also become familiar with, comply with, protect, and preserve all policies that apply to you or your Membership in USASF. These include, but are not limited to: these Terms; the USASF Code of Conduct & Compliance, which includes the Conduct Regulations, Athlete Protection Policies, and Compliance Policies; the USASF Cheer Rules; the USASF Dance Rules; the USASF Cheer Age Grid; the USASF Dance Age Grid; the USASF Sanctioning Guidelines; the USASF Athletic Performance Standards; and any other rules and policies, as each may be amended from time to time. You agree that at USASF's sole discretion, we may require you, as a condition of continuing your Membership, to obtain additional training, take additional educational courses, submit to additional screening, and/or provide other additional information to ensure compliance with these Terms and USASF's policies, codes, or standards.

Additionally, you understand and agree that if you know of, suspect, or have reason to believe that another Member has violated any of the aforementioned policies, guidelines, and/or rules, it is your responsibility to promptly submit a report to the USASF. You agree to cooperate with and provide all available information to investigators and/or USASF, if you are subject to an administrative investigation implemented by or on behalf of USASF.

### **4. WAIVER, LIMITATION OR LIABILITY, AND RELEASE.**

**USASF'S SOLE LIABILITY SHALL BE AS STATED IN THE USASF BYLAWS, THESE TERMS, AND OTHER USASF POLICIES. YOU AGREE YOU WILL NOT HOLD USASF**

**LIABLE FOR ANY LOSS OR DAMAGE SUFFERED AS A RESULT OF, OR IN ANY WAY CONNECTED WITH, THESE TERMS, YOUR MEMBERSHIP AND/OR YOUR PARTICIPATION IN A USASF SPONSORED OR SANCTIONED EVENT. YOUR EXCLUSIVE REMEDY SHALL BE AS SET FORTH IN THESE TERMS. YOU AGREE THAT YOU ARE FULLY AWARE OF AND VOLUNTARILY ASSUME THE RISKS INHERENT IN THE SPORT OF CHEERLEADING AND DANCE. SUCH RISKS MAY INCLUDE BUT ARE NOT LIMITED TO INJURY, PARALYSIS, AND DEATH. YOU AGREE, TO THE MAXIMUM EXTENT ALLOWED BY LAW, USASF (INCLUDING ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, CONSULTANTS, INVESTIGATORS, ATTORNEYS, REPRESENTATIVES, AFFILIATES, SUCCESSORS, AND ASSIGNEES) SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE LOSSES OR DAMAGES ARISING OUT OF OR RELATED TO YOUR MEMBERSHIP OR YOUR PARTICIPATION IN A USASF SPONSORED OR SANCTIONED EVENT.**

**IT IS FURTHER AGREED, THAT YOU COMPLETELY INDEMNIFY, DEFEND, RELEASE, AND HOLD HARMLESS USASF (INCLUDING ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, CONSULTANTS, INVESTIGATORS, ATTORNEYS, REPRESENTATIVES, AFFILIATES, SUCCESSORS, AND ASSIGNS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, PARTNERS, AGENTS, REPRESENTATIVES, AND EMPLOYEES (COLLECTIVELY, REFERRED TO AS THE "INDEMNIFIED PARTIES")), FROM AND AGAINST ANY AND ALL CLAIMS AGAINST THE INDEMNIFIED PARTIES, LOSSES, OR DAMAGES OF ANY KIND ARISING FROM, OUT OF, OR IN ANY WAY CONNECTED WITH THESE TERMS, YOUR MEMBERSHIP, AND/OR PARTICIPATION AT ANY USASF SANCTIONED OR SPONSORED EVENT. THIS INDEMNITY PROTECTS, HOLDS HARMLESS AND INDEMNIFIES THE INDEMNIFIED PARTIES FROM THE CONSEQUENCES, IF ANY, OF ANY FAULT, CAUSATION, NEGLIGENCE, NEGLIGENT HIRING AND RETENTION, STRICT LIABILITY, GROSS NEGLIGENCE, BREACH OF DUTY, BREACH OF CONTRACT, STATUTORY VIOLATION, OR TORTIOUS CONDUCT ON THE PART OF ANY PARTY, INCLUDING BUT NOT LIMITED TO, YOU AND/OR THE INDEMNIFIED PARTIES AND/OR ANY USASF MEMBER SHOULD ANY SUCH BREACH OF DUTY, TORTIOUS CONDUCT, STATUTORY VIOLATIONS, NEGLIGENCE, FAULT, OR CAUSATION EVER BE ALLEGED, ASSERTED, AND/OR PROVED AGAINST YOU AND/OR THE INDEMNIFIED PARTIES. THE ONLY EXCEPTION TO THE AFOREMENTIONED INDEMNITY IS FOR CLAIMS BASED UPON THE INTENTIONAL OR RECKLESS CONDUCT OF USASF. NOTHING HEREIN AFFECTS ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.**

**Should you obtain any literature from a Coach, Club, Club Owner, and/or any Adult Participant, such literature does not mean, guarantee, warrant, or imply that USASF or the Indemnified Parties represents or has verified its accuracy.**

## **5. No Assignment or Transfer and Non-Refundable.**

Your membership is non-refundable, non-transferable, and not assignable to any other person or entity. Once your Membership fee is paid, that fee is non-refundable and non-transferable. Any purported transfer or assignment is null and void.

## **6. Club Owner(s)**

All Club Owners, regardless of ownership percentage, must obtain a Coach Membership and complete all Coach Membership eligibility requirements (e.g., submit to a background screening and complete USASF-approved abuse prevention training) before the Club's Membership will be deemed eligible. USASF must be promptly notified of any changes in the ownership or management of a Member Club during the Membership term and reserves the right to review the Club's Membership eligibility based on such changes.

All Club Owners must be listed in the USASF Member profile; each Owner is responsible for ensuring the information in the Member profile is complete, true, and accurate for each active location for the current season. Club Owners must also (1) verify each Athlete's date of birth with an authentic, government form of identification; and (2) must verify each Coaches' information in their Membership profile is accurate according to some form of government-issued identification prior to the required background screening for Adult Participants and Athletes associated with the Member Club. You agree to ensure all your participants' USASF Member profiles include a recent headshot of the participant.

The Club Owner(s) shall be responsible and accountable for the business or organization and shall enforce all USASF policies, USASF rules, and the USASF Code of Conduct & Compliance, which includes Conduct Regulations, Athlete Protection Policies, and Compliance Policies. The Club Owners must disclose to the parent(s)/guardian(s) of Athletes those Adult Participants in your facility that are not Members of the USASF.

## **7. Club Location(s)**

A physical gym/studio address is required for each of your locations. The physical location may not be someone's residence. The physical location must be a place where the team practices and must be listed on your certificate of insurance. A separate mailing address may be used as long as each mailing address and physical address is identified and provided to the USASF via your Member profile. Each physical location where athletes practice and/or train must pay a Membership fee, regardless of how the location is listed under the Member profile. Membership for additional locations is paid within the Member Profile.

## **8. Member and Non-Member Association; Indemnification**

All employees, independent contractors, owners, and volunteers over the age of 18 with regular access to and/or Authority over Minors must pass a background screening that meets the standards and/or criteria as approved by the USASF and complete the required abuse prevention training. You agree not to be associated with, allow in your Club, or permit access to any of your Club's

Athletes any person who is: (1) listed on USASF’s website as permanently ineligible (i.e., Banned) for Membership in USASF; (2) listed on USASF’s website as temporarily ineligible (i.e. Suspended); or (3) listed on any federal or state sex offender registry.

**IN ADDITION TO THE TERMS OF SECTION 4 (WAIVER, LIMITATION OF LIABILITY, AND RELEASE), YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE INDEMNIFIED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, DAMAGES, LOSSES, COSTS, AND EXPENSES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS’ FEES AND COSTS) ARISING OUT OF OR IN CONNECTION WITH (I) ANY BREACH OR ALLEGED BREACH OF THE TERMS OF THIS SECTION OR (II) ANY ACT OR OMISSION OF ANY KIND (INCLUDING NEGLIGENCE AND INTENTIONAL TORTS) BY ANY OF YOUR EMPLOYEES, AGENTS, VOLUNTEERS, OR INDEPENDENT CONTRACTORS.**

## **9. Athlete Protection Requirements**

You agree, as part of your Membership with USASF, to have an athlete protection policy for your Club that is consistent and fully compliant with the USASF’s Athlete Protection Policy. Your athlete protection policy must affirm your commitment to the safety and welfare of cheer and/or dance Athletes and must include, at minimum: a description of conduct that will not be tolerated; standards of behavior for Adult Participants that promote Athlete safety, including the elimination of privacy, if physical contact is a necessary part of the activity, and encouraging parental monitoring; proactive policies to eliminate the opportunity for Grooming behaviors; and a process for receiving and handling complaints regarding conduct that violates your Club’s policy.

Any Adult Participants who have routine access to and/or Authority over Minors in your Club must comply with and complete all requirements of the USASF’s Conduct and Compliance Department, including education and training requirements, as described in the Code of Conduct and Compliance.

## **10. Insurance**

You must maintain and provide proof of current commercial general liability insurances that includes at a minimum, participant legal liability and participant excess accident medical insurance. Such insurance may be through a single policy or individual policies. All locations associated with your Club must be listed and covered.

Your certificate of insurance must list the legal entity name as it appears on all legal documents and/or state or federal filings. The legal entity name on the certificate of insurance must match how you have entered your legal entity name in your USASF Member profile. You must upload your insurance declaration page to your USASF Member profile. The USASF recommends you confirm the aforementioned information with your insurance company to ensure the insurance coverage is valid and current. When such insurance coverage expires or is renewed, you agree to update your USASF Member profile accordingly.

## **11. Effect of Application and Membership; Compliance with Terms**

In addition to the aforementioned terms, you acknowledge that your application for Membership will not be activated or deemed eligible until you are in complete compliance with these Terms and other Membership requirements. Without an active Membership, you may not participate in any USASF sponsored or sanctioned activity. USASF has the right to audit you to determine whether you are in compliance with these Terms and all other USASF policies, including the USASF Athlete Protection Policy. You agree to promptly provide all necessary information and access to property or personnel requested by USASF as part of any such audit. If you do not adhere to these Terms and all other USASF policies, USASF may terminate your Membership.

## **12. Compliance with Applicable Laws**

At the time of application and at all times during the term of your Membership, you agree to comply with all applicable statutes, laws, rules, regulations, orders, and restrictions of any governmental authority or any instrumentality or agency thereof having jurisdiction over the conduct of your businesses or the ownership of your property; and you agree to maintain any required permits or licenses as may be required in connection therewith.

## **13. Concussion Education**

Each USASF Club Member must have a concussion policy that includes its approach, policies, and procedure in connection with concussion recognition and care. All competitive team Adult Athlete(s) and parents or guardians of each Minor Athlete must sign the Club Member's concussion policy. Parents/guardians or the signing Athlete should be given a copy of the policy. All Coaches must be trained in the Club Member's concussion policy. The Club Member must update their Member profile with confirmation of completion and/or compliance with this section.

## **14. Misrepresentation**

You agree you will not make false statements about or falsify rosters and/or registration forms. You understand and agree that making false statements in any form regarding your (including but not limited to, your owners, directors, coaches, agents, employees, and representatives') USASF Membership, eligibility, credentialing, or certifications is prohibited. Additionally, you understand and agree that knowingly disseminating false or misleading information about another Member is prohibited.

## **15. Worlds Club Release Waiver**

Any Athlete who has taken the floor with a Member Club ("Primary Club") at a USASF sanctioned Event during The Cheerleading Worlds™ or The Dance Worlds™ (collectively, "Worlds™") competitive season (the "Worlds™ Season") will need a USASF Worlds Club Release Waiver ("Waiver") to compete with a different Member Club ("Secondary Club") at Worlds™. The Worlds™ Season begins November 1st and ends on May 1st. This requirement applies to all athletes regardless of level, category, or tier. This requirement does not apply if an athlete moves from dance to cheer or vice versa. The Primary and Secondary Club Owners must sign the Waiver. The completed and signed Waiver must be submitted via uploading the Waiver as part of the roster

verification form submission process prior to the roster verification process. The original Waiver must be available at Worlds™ upon request.

## **16. Intellectual Property**

**You acknowledge and agree that USASF is the owner of all rights and title in and to its intellectual property, including, but not limited to, all improvements, discoveries, inventions, works of authorship, including without limitation, training materials, rules, policies, and handouts, graphics, and names, indicia of origin, and trademarks (“Intellectual Property”). All goodwill associated with such Intellectual Property belongs to and inures to the exclusive benefit of USASF. You agree not to knowingly in any way do or cause to be done any act or thing contesting or in any way impairing or interfering with USASF’s right, title, and interest in and to its Intellectual Property.**

## **17. Media and Likeness Release and Consent**

You understand that USASF produces promotional and educational material relating to its programs. You understand that as a member you may be included in videos, DVDs, podcasts, video casts, and/or photographs, taken during USASF sponsored and sanctioned Events. You release and grant to the USASF and USASF Member Event Producers the irrevocable, lifetime, royalty-free, non-exclusive, worldwide right to use your name, image, likeness, appearance, portrait, photograph, video, voice, athletic performance, biographical information, and any other indicia of identity (hereinafter, “Likeness”), in any format, medium, technology, and platforms whatsoever, from any USASF sponsored and sanctioned Event in which you participate, and to distribute, broadcast, publish, re-publish, adapt, reproduce, edit, modify, display, exhibit and otherwise use or reuse your Likeness, without charge, restriction, or liability, in all forms, in all manners, and in all media now existing or to be created in the future (including but not limited to publications for educational purposes, research, marketing, advertising, news media, and website materials) into perpetuity, unless otherwise specified and agreed upon. Further, you assign, transfer, and grant to USASF and/or USASF Member Event Producers the right to photograph and/or videotape you and to utilize such video and photographs and your Likeness as part of the USASF sponsored and sanctioned Event or in any other media now in existence or hereafter developed, in advertising and promoting USASF sponsored and sanctioned Events, in advertising and promoting similar future events or in advertising and promotions relating to USASF and/or USASF Member Event Producers without reservations and limitations. You understand and agree that such materials, including all negatives, digital images, and prints shall become and remain the sole property of USASF and/or USASF Member Event Producers and you shall have no right or title to such items. You further understand and agree that these materials may be kept on file and used by USASF and/or USASF Member Event Producers for potential future purposes and further agree to release the USASF and USASF Member Event Producers from any all liability arising from or in connection with the taking, use, publication, or dissemination of such materials. Additionally, you waive any right to inspect or approve your Likeness in the finished version in which you appear and/or incorporating your Likeness, including written copy that may be created and appear in connection therewith. You hereby waive any claims you may have based on any usage of any video, photographs, or works derived therefrom, including but not limited to claims for invasion of privacy or publicity or for libel. You further release and absolve USASF from any

liability resulting from any use of your Likeness. It is expressly agreed, however, that USASF and/or USASF Member Event Producers are under no obligation to use said Likeness for any purpose whatsoever. Moreover, you understand that USASF will not compensate you in any way or pay you for use of your Likeness. You agree that this release shall be binding on you, your legal representatives, heirs, and assigns.

## **17. Miscellaneous**

- a) Junior/Minor Coach Requirements. You are responsible for ensuring that Junior/Minor Coaches under 18 years old, successfully complete all courses required by USASF and you must ensure that Junior/Minor Coaches are supervised by an adult (18 years old and older) Coach at all times while engaged as a Coach in any Club or USASF event of activities.
- b) Section Headings. All section headings are for convenience only and shall not be construed as a limitation of the scope of the sections to which they refer.
- c) Severability. All terms may be enforced to the maximum extent permitted by law. If any term should be judicially determined invalid for any reason, all other terms shall remain in effect, and will be undisturbed by such invalidity, if any be so found. Failure to enforce a term herein does not waive USASF's right to enforce other terms herein.
- d) Mandatory Mediation. You agree that any dispute that may arise out of, or relate to, these Terms or your Membership with USASF that cannot be resolved within ten (10) days of written notice by either party to the other, shall be submitted for resolution by non-binding mediation with a mutually agreeable mediator and at a mutually agreed upon date and time. You agree that the commencement and completion of mediation proceedings pursuant to the foregoing is a condition precedent to the filing of a lawsuit in state or federal court. You agree that the costs and expenses for any such mediation, including compensation and expenses of the mediator, shall be your responsibility mediation, except for any party's own legal costs, which shall be paid by the party incurring the same. You agree that all mediation discussions and/or compromises shall be confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.
- e) Governing Law, Jurisdiction, & Venue. These Terms shall be construed in accordance with Tennessee law, without application of its choice of law rules. Any action arising out of these Terms or your Membership in USASF shall be brought in a state or federal court of competent subject matter jurisdiction in Shelby County, Tennessee. You expressly consent to the personal jurisdiction of such courts and waive any argument or defense that such courts are an inconvenient forum.

---

## **Attachment D. Diversity, Equity, Inclusion and Sensitivity Statement**

---

### **Diversity, Equity, Inclusion and Sensitivity Statement**

The United States All Star Federation (USASF) is committed to fostering, cultivating, and preserving a culture of diversity, equity, and inclusion.

Our members are our most valuable asset. The collective sum of the individual differences, life experiences, knowledge, inventiveness, innovation, self-expression, unique capabilities, and talent that our members invest in their sport represents a significant part of not only our culture but also our reputation and organizational achievement.

We embrace and encourage our differences in age, race, ethnicity, culture, religion, national origin, disability, and other characteristics that make our members unique.

USASF diversity initiatives are applicable—but not limited—to our practices and policies on membership and training. The ongoing development of a sports environment built on the premise of gender and diversity equity that encourages fair participation, including the following:

- Respectful communication and cooperation between all members.
- Teamwork and member participation, permitting the representation of all groups and perspectives.
- USASF and member contributions to the communities we serve to promote a greater understanding and respect for diversity.

All USASF members have a responsibility to treat others with dignity and respect at all times. They are expected to exhibit conduct that reflects inclusion during training, selection, competition on or off the club site, and all other organizational and participative events. All members are offered free online training to enhance their knowledge of Diversity, Equity, and Inclusion.

Any member alleged to have engaged in Harassment should be reported to USASF at <https://www.usasf.net/reporting>. The USASF Code of Conduct defines harassment as:

*Repeated or severe conduct that (a) causes fear, humiliation, or annoyance; (b) offends or degrades; (c) creates a Hostile Environment (as defined herein); (d) reflects discriminatory bias in an attempt to establish dominance, superiority, or power over an individual or group based on age, race, ethnicity, culture, religion, national origin, or mental or physical disability; or (e) any act or conduct described as harassment under federal or state law. Whether the conduct is Harassing depends on the totality of the circumstances, including the nature, frequency, intensity, location, context, and duration of the behavior.*

USASF strives to develop and execute a comprehensive and intentional plan that instills organizational and individual competency regarding all aspects of diversity, equity, and inclusion.