

## **ATHLETE AGREEMENT**

This Athlete Agreement ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_ 2019 by and between the United States Equestrian Federation, Inc. ("USEF"), a New York non-profit corporation designated by the United States Olympic Committee ("USOC") as the National Governing Body for equestrian sport in the United States of America and \_\_\_\_\_ (the "Athlete"), an individual, selected to compete in a Designated Competition as defined below (the "Team").

### **RECITALS**

WHEREAS, the vision of USEF is to provide leadership for equestrian sport in the United States of America, promoting the pursuit of excellence from the grass roots to the Olympic Games, on a foundation of fair, safe competition and the welfare of its human and equine athletes, and embracing this vision, to be the best national equestrian federation in the world. In an effort to make this vision a reality, USEF selects and forms teams of world-class equestrian athletes all of whom USEF helps to educate, train, and support to achieve sustained competitive excellence in all levels of equestrian competition in order to help these athletes achieve their highest athletic potential.

WHEREAS, the Athlete is a non-employee USEF member in good standing who possesses extraordinary and unique skill and ability as an equestrian athlete, and whose performance in certain recognized competitions qualifies the Athlete for invitation to, and enjoyment of, the benefits and responsibilities of the Team.

WHEREAS, USEF desires to provide to the Athlete the opportunity to participate in the programs made available to the Athletes by USEF as members of the Team, and the Athlete desires to participate in such programs and therefore agrees to accept the responsibilities of team membership as set forth herein.

WHEREAS, this document is intended by the parties to set forth the rights and responsibilities that accompany membership on the Team.

WHEREAS, an athlete shall never be denied an opportunity to participate in, or to attempt to qualify for selection to participate in any protected competition unless provided an opportunity to be heard by an appropriate governing hearing committee.

Therefore, in consideration of certain benefits that USEF provides to Athlete in connection with his selection as a representative of the United States in the Olympic Games, Pan American Games, World Championships, Nation Cups, World Cup Finals, and Paralympic Games ("Designated Competitions"), USEF and Athlete agree as follows:

1. Responsibilities of Athlete

1.1 The Athlete shall honor and abide by the Code of Conduct.

1.2 The Athlete recognizes that he is a role model for the sport and thereby will uphold the principles of sportsmanship and animal welfare.

1.3 The Athlete shall give the horse sport a positive image. Behavior must be appropriate given it will reflect on the sport and the Team.

1.4 The Athlete agrees to remain current on any financial obligations to USEF.

1.5 The Athlete agrees to support the public relations efforts of USEF. As such, the Athlete agrees to appear and participate in up to four (4) non-commercial USEF promotional events should the Athlete's appearance at such events not compromise the Athlete's training and/or competition schedule as determined jointly by the Athlete and the USEF Team coach and/or Chef d' Equipe. Expenses incurred in connection with the fulfillment of this obligation will be borne by USEF.

1.6 The Athlete shall wear and cause to be worn only USEF provided attire, if applicable, or approved attire, if not provided, during Designated Competitions while in the competition ring, schooling area and field of play/competition area except as noted below. Attire includes clothing, saddle pads and blankets. With respect to the Olympic Games and the Pan American Games, Athlete shall wear only attire provided by or approved by the USOC or USEF. With respect to World Championships, Nations Cups or USEF funded tours and events, Athlete shall wear only attire provided by or approved by USEF. In the field of play/competition area, the Athlete may choose his or her own personal performance gear as it is deemed specialized equipment that has a material effect on the performance of the Athlete during the actual competition. For purposes of this Agreement, specialized equipment is identified in Exhibit 1 attached hereto. However, while present in the field of play/competition area and during the prize-giving ceremonies names or logos identifying a non-USEF sponsoring manufacturer "manufacturer mark" of the clothing, equipment (not including saddle pads which may not display or have affixed a non-USEF sponsorship manufacture name or logo) and/or vehicles (including but not limited to carriages) may appear only once per item of clothing, equipment and/or vehicle and solely on a surface area not exceeding:

- (i) Three square centimeters (3 cm<sup>2</sup>) (maximum one centimeters – 1 cm-high, maximum three centimeter – 3 cm – wide) for clothing and equipment except for the harnesses during Driving Events;
- (ii) Fifty square centimeters (50 cm<sup>2</sup>) on each side of vehicles during the Driven Dressage and Obstacle -Cone Driving Phases of Driving Events;
- (iii) The size of the strap on which the identification of the

manufacturer appears, and no longer than ten centimeters (10cm), only once on each harness during the Driving Events.

## 2. Marketing Rights

The Athlete understands and agrees that in order to provide benefits to athletes, USEF must raise funds through the sale of corporate sponsorships. In order to further this endeavor:

2.1 The Athlete agrees that USEF has category exclusivity with respect to those products and services listed in Exhibit 2 to this Agreement. This list shall be subject to modification from time to time and the Athlete expressly agrees to permit USEF to make such modification. This Agreement does not preclude the Athlete from signing his own sponsorship and/or endorsement agreements but the Athlete agrees not to advertise his affiliation with any products or services, pursuant to any sponsorship or endorsement agreements that the Athlete may have, at any Designated Competition at which the Athlete appears as a member of the Team, without the prior written consent of USEF. The Athlete also agrees not to advertise his affiliation with any products or services, pursuant to any sponsorship or endorsement agreements that the Athlete may have, at any time while wearing any attire that designates or denotes the Athlete as a member of the Team without prior written consent of USEF.

2.2 USEF agrees that in its pursuit for corporate sponsorships it will endeavor to secure additional benefits (i.e. discounts on goods or services or VIK) for eligible athletes.

2.3 USEF agrees to exert best efforts to promote the USA teams and their riders.

2.4 Athlete has the right to use his own individual image from Designated Competitions where he earned an individual medal. This use may be exercised by Athlete for commercial purposes, with the prior written consent of USEF, provided that no conflicts exist between Athlete's commercial purpose and USEF official sponsors.

2.5 USEF and Athlete agree that in the interest of the overall betterment of equestrian sport they will each use their own sponsor opportunities to attempt to create a beneficial opportunity for the other party.

2.6 The Athlete hereby agrees to be filmed, videotaped, and photographed and to have his image and voice otherwise recorded in any media by the USEF's official photographer(s), film crew(s), and video crew(s) and by any other entity authorized by USEF. Furthermore, the Athlete hereby grants to USEF the irrevocable, fully paid up, worldwide right and license to use, and to authorize third parties to use, in all internet, media, new media, and media yet to be invented,

the Athlete's name, likeness, picture, voice, and biographical information for: (1) news and information purposes; (2) promotion of the Team and the specific competitions in which the Athlete competes; (3) promotion of USEF; and (4) to support USEF's educational and philanthropic efforts through the production of educational and training videos, DVDs and other media. In no event may USEF authorize the use of the Athlete's name, picture, likeness, voice, and biographical information for the purpose of trade, including any use in a manner that would imply an endorsement of any company, product or service, without the Athlete's written permission other than pursuant to the group license described more fully below. This provision shall survive termination of this Agreement.

2.7 The Athlete specifically grants to USEF the irrevocable, fully paid up, worldwide right and license to use the Athlete's image in any USEF group licensing promotion. The Athlete understands that USEF will exercise this right only in a group basis, i.e. applications involving the use of images of three or more athletes without reference to any individual athletes name or identity. As such, when exercising this license, USEF shall not imply that any individual athlete endorses any product and/or service. USEF may license this right to a third party.

2.8 The Athlete shall have no right to use the name, trademarks or other intellectual property of USEF, nor to advertise any affiliation with the same, without the express written permission of USEF. The Athlete understands and agrees that he must obtain the prior written consent of USEF for any individual endorsement program in which the following would occur: the Athlete wears any attire that designates or denotes the Athlete as a past, present or future member of the Team or otherwise openly identifies the Athlete with a USEF Team or any other USEF controlled entity or program. This provision shall survive termination of this Agreement. Provided there are no conflicts with USEF sponsors, USEF and sponsor of Athlete may enter into an arrangement whereby such sponsor obtains access rights to certain names, trademarks or intellectual property owned by USEF.

2.9 The Athlete agrees that when appearing live, for any still photo, film or video intended to depict the Athlete as a member of the Team, the Athlete shall wear attire that designates or denotes the Athlete as a member of the Team.

2.10 The Athlete shall not remove, alter, conceal or part conceal any logo, flag or writing, on Team attire.

2.11 The Athlete, upon prior written permission from USEF, may add the logo of a private sponsor as long as it conforms to the requirements of the FEI rules. USEF will advise the Athlete as to the placement of the logo. Permission will not be granted to add logos to Team Riding Coats and supplied Team human attire.

2.12 Except for those rights specifically granted to USEF, the Athlete shall retain sole and exclusive ownership of his individual publicity rights. The Athlete agrees to exercise those rights in such a manner as to not violate IOC, IPC, USOC, FEI, P A S O and/or USEF regulations and restrictions and is responsible not to

compromise the Athlete's competition eligibility.

2.13 The Athlete agrees to submit to drug testing by the FEI, WADA, and/or USADA or their designees at any time and understands that the use of methods or substances prohibited by the applicable anti-doping rules subject him to penalties including, but not limited to, disqualification and suspension. If it is determined that an athlete may have committed a doping violation, he agrees to submit to the results management authority and processes of the applicable organization, including arbitration under the USADA Protocol, or to the results management authority of the FEI or WADA, if applicable.

2.14 USEF agrees that it will consult with the Athlete before reproducing or publishing any depiction of the Athlete. If the Athlete is nonresponsive after seven (7) days USEF will assume the rights are approved.

### 3. Term and Termination

#### 3.1 Term.

This Agreement shall be effective from \_\_\_\_\_ through \_\_\_\_\_

#### 3.2 Termination.

This Agreement shall be terminable by either party at any time, and for any reason upon thirty (30) days written notice to the other party of the intent to terminate.

This Agreement, and all benefits and services provided hereunder, shall immediately terminate shall the Athlete plead guilty or be adjudicated guilty of a doping offense or if the Athlete pleads guilty to a crime involving the use, possession, or distribution of a controlled substance, whether or not the same is included on the FEI list of banned substances.

Notwithstanding the above paragraphs, USEF may terminate this Agreement at any time for Athlete Misconduct. The term Athlete Misconduct shall refer to conduct that violates the terms of this Agreement, the USEF Code of Conduct, the USEF Safe Sport Policy, the US Center for SafeSport Code, the laws of any jurisdiction in which the Athlete is present, or any conduct which might bring disrepute to, or otherwise harm USEF, FEI, or the Olympic movement.

### 4. Miscellaneous

4.1 Nothing in this Agreement is intended to nor should it be construed to create an employer/employee relationship between USEF and the Athlete.

4.2 Preservation of Competition Eligibility. The Athlete shall not violate any provision or rule promulgated by the IOC, IPC, FEI, USOC, PASO or

USEF governing eligibility of athletes to compete in Olympic, IPC, FEI, PASO or USEF sanctioned events. The Athlete agrees to maintain his membership in USEF in good standing at all times.

4.3 Governing Law. This Agreement shall be construed pursuant to the laws of the State of Kentucky without reference to principles governing choice or conflicts of laws. It is the intent of USEF and the Athlete that this Agreement be construed in accordance with the Ted Stevens Amateur and Olympic Sports Act of 1978, as amended as well as the USOC Bylaws, which are incorporated herein by reference.

4.4 Superseding Law or Regulation. Should this Agreement or any provision hereof violate any federal, state or local law or regulation, or, as a result of amendment or revision to the Ted Stevens Olympic and Amateur Sports Act or the Olympic Charter, this Agreement or any provision hereof violates such amendments, the parties shall then negotiate in good faith to modify this Agreement to the extent reasonably necessary to bring about compliance with such law, charter, and/or rules and regulations; provided, however, that if such modification would cause this Agreement to fail in its essential purpose or purposes, or the parties are unable to reach agreement after negotiating in good faith, either party may terminate the Agreement.

4.5 Headings. The headings in this Agreement are for convenience only and shall not affect in any way the meaning of the provisions to which they refer.

4.6 Entire Agreement. This Agreement, together with all exhibits, shall constitute the entire agreement between the parties and shall supersede all prior agreements between the parties relating to the subject matter, written, oral or otherwise.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date first written:

UNITED STATES EQUESTRIAN FEDERATION

By: \_\_\_\_\_  
William J. Moroney

Its: Chief Executive Officer

ATHLETE

\_\_\_\_\_





**UNITED STATES EQUESTRIAN FEDERATION, INC.  
HORSE LOAN AGREEMENT**

This agreement sets forth our mutual understandings regarding the loan of the horse(s) \_\_\_\_\_  
\_\_\_\_\_ to the United States Equestrian Federation, Inc. (USEF) for the \_\_\_\_\_  
\_\_\_\_\_ (“the Event”). The loan period shall commence on the FEI Nominated Entry  
date, established by the Organizing Committee for the purpose of competing in the Event until the conclusion of the Event.

It is understood that the horse owner(s) must certify, by signing the USEF application for the above competition, that they have received and read the Selection Procedures for the above competition, and the USEF Code of Conduct; that they understand these documents; and that they agree to be bound by them.

It is further understood that as required in the FEI General and Veterinary Regulations, the USEF’s duly appointed Chef d’Equipe has final responsibility for general management, schooling, declaration and scratching of entries, and the observance of veterinary administration for all Team horses.

The USEF and the horse owner(s) understand that under all normal circumstances the horse(s) will be ridden/driven exclusively by \_\_\_\_\_. Notwithstanding the foregoing, the Chef d’Equipe reserves the right to change the rider/driver/vaulter, if, in his/her opinion, the best interests of the USEF will be served by doing so, providing the change is not in conflict with FEI rules. Before making the change, the Chef d’Equipe will notify both the rider/driver/vaulter and owner(s) of the horse, or the owner(s)’ representative.

The USEF does not carry insurance on any horses placed in its custody and cannot be responsible for any accident, lameness, illness, or injury that could happen during stabling, training, transportation or competition. You may, of course, maintain your own insurance coverage.

By signing this agreement the horse owner(s) give their full permission to the USEF and its agents to administer medication to their horse(s) in the interest of the horse(s) welfare and well being during the loan period.

All financial and logistical information for the above competition will be outlined in the Rider/Driver/Vaulter Memorandum which will be circulated to riders/drivers/vaulters and the horse owners prior to the above competition. The USEF assumes no responsibility for salaries or other benefits.

By signing this agreement the horse owner(s) certifies that they have read, understand and agree to the attached prize money policy for the above competition, if applicable.

If the opportunity arises for you to sell your horse(s) during the loan period, you agree that the transfer of ownership will not take place until after the expiration of the loan period, unless both the USEF and the new owner(s) consent in writing to the transfer of ownership during the subject to this loan agreement. Furthermore, horse(s) will not be shown for sale during the competition that is the subject of this loan agreement.

If signing and submitting this Agreement electronically, I acknowledge that my electronic signature shall have the same validity, force and effect as if I affixed my signature by my own hand.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Owner(s)

\_\_\_\_\_  
Name of Owner(s)

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Horse Owner Social Security or Tax I.D. #



## CODE OF CONDUCT

As a United States Equestrian Federation, Inc. (USEF) competitor and/or horse owner, I acknowledge my obligation to uphold and adhere to the highest standards of horsemanship, sportsmanship, and citizenship whenever I am representing my country whether as a team member, individual competitor, or horse owner, and whether during actual competition or not.

As a horseman, I will place my horse's welfare above all other considerations and faithfully observe both the USEF and the FEI Codes of Conduct.

As a sportsman, I will know and comply with all pertinent rules of USEF as my National Governing Body (NGB), the FEI as the International Governing Body and honor the principles of fair play inherent in them. I will place the interests of the team above my own, and respect the decisions of its duly appointed/elected officials, made in the team's best interest.

As a citizen, I will respect the laws of my own country as well as those of foreign countries in which I or my horse(s) may compete. Knowing that as a USEF competitor and/or horse owner I also serve as an Ambassador for my sport, USEF, and my country. I will endeavor at all times to reflect credit on them through my conduct, dress, and behavior.

I clearly acknowledge my responsibility to ensure that my employees who accompany me whenever I am competing and/or representing my country also abide by this Code of Conduct.

I understand and accept that serious or repeated transgressions of these Codes may be grounds for suspension from a squad or team, or other appropriate disciplinary action. In addition, I agree to abide by selection procedures established by USEF wherever applicable.

Finally, I fully understand that entries will not be made until this application form is signed and completed in full and that this application indicates my intent to compete. Failure to participate may result in disciplinary action on USEF by the FEI (FEI Statutes 002.1, GR121.12, 165). I agree to reimburse all fines imposed by the FEI on USEF for failure to participate in the competitions entered and agree to honor all other penalties including possible and further disciplinary action.

**I have read and understand the Selection Procedure along with all of the attached documents. These include the Application, USEF Code of Conduct; USEF Release, Assumption of Risk, Waiver and Indemnification; and Horse Loan Agreement. I have completed these documents where required. By providing my handwritten or electronic signature below, I acknowledge the aforementioned and agree to be bound by the Selection Procedure, governing rules and jurisdiction stated in these documents, and I fully understand and accept my responsibilities as a participant in the 2013Pair World Championships. I further understand and agree that an electronic signature is a legal and binding signature.**

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Rider/Driver (print name)  
If under 18 Parent/Guardian Electronic Signature

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Rider/Driver Email Address

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Owner 1 Electronic Signature – Type Owner 1 Name

---

Owner 1 Email Address

---

Owner 2 Electronic Signature – Type Owner 2 Name

---

Owner 2 Email Address



# RELEASE, ASSUMPTION OF RISK, WAIVER AND INDEMNIFICATION

**THIS DOCUMENT WAIVES IMPORTANT LEGAL RIGHTS. READ IT CAREFULLY BEFORE SIGNING.**

**I AGREE**, in consideration for my participation as a competitor, and therefore a representative of the United States and the United States Equestrian Federation, Inc. (the National Federation), to the following:

**I AGREE** that I choose to participate voluntarily with my horse, as a rider, driver, handler, vaulter, longeur, lessee, owner, agent, or as parent or guardian of an exhibitor under 18 years of age. I am fully aware and acknowledge that horse sports involve inherent dangerous risks of accident, loss, and serious bodily injury including broken bones, head injuries, trauma, pain, suffering, or death ("Harm").

**I AGREE** to release the Federation from all claims for money damages or otherwise for any Harm to me or my horse and for any Harm caused by me or my horse to others, even if the Harm resulted, directly or indirectly, from the negligence of the Federation.

**I AGREE** to expressly assume all risks of Harm to me, or my horse, including Harm resulting from the negligence of the Federation.

**I AGREE** to indemnify (that is, to pay any losses, damages, or costs incurred by) the Federation and to hold it harmless with respect to claims for Harm to me, or my horse, and for claims made by others for any Harm caused by me, or my horse at the Competition.

**I AGREE** that "the Federation" as used above includes all of its officials, officers, directors, employees, agents, personnel, volunteers and affiliated organizations.

I represent that I have the requisite training, coaching and abilities to safely compete in this competition. BY SIGNING BELOW, I AGREE to be bound by all applicable Federation and FEI rules.

**BY SIGNING BELOW, I AGREE** to be bound by all ISSEA and USEF applicable Rules and all terms and provisions of this Release.

## RIDER/DRIVER/HANDLER/VAULTER/LONGEUR

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

## PARENT/GUARDIAN (Required if Rider is a minor)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name (Parent/Guardian)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Emergency Contact Phone Number

\_\_\_\_\_  
Is Rider a U.S. Citizens (Yes/No)

# SAFE SPORT POLICY HANDBOOK



Recognizing, Reducing, and Responding to Misconduct in Sport

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to Misconduct in Sport

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# INTRODUCTION

There are numerous reasons to engage in equestrian sport at any level, from the beginner to the Olympic athlete. Equestrians share a love for the sport and a personal bond with the horse. People often engage in equestrian sport, whether in the role of an athlete, official, staff member, or other participant because of their love of horses and simply to have fun. In addition, equestrian sport encourages a healthy lifestyle and builds self-confidence.

Unfortunately, sport can also be a high-risk environment for misconduct. All forms of misconduct are both intolerable and in direct conflict with the United States Equestrian Federation's Vision Statement:

**to continue to lead equestrian sport in the United States while ensuring fairness, safety and enjoyment for an ever growing number of people**

There are six primary types of misconduct covered in this Safe Sport Policy Handbook for the purpose of athlete protection:

- Emotional Misconduct
- Physical Misconduct
- Sexual Misconduct
- Bullying
- Harassment
- Hazing

Misconduct may damage an athlete's psychological well-being. Athletes who have been mistreated may experience social embarrassment, emotional turmoil, psychological scars, loss of self-esteem, and negatively affected relationships with family and friends. Misconduct often hurts an athlete's competitive performance and may cause him or her to drop out of sport entirely.

Any inquiries about the policies contained in this Safe Sport Policy Handbook should be directed to [safesport@usef.org](mailto:safesport@usef.org) or you can contact one of the following individuals on the Athlete Protection Team:

Sonja S. Keating, General Counsel  
[skeating@usef.org](mailto:skeating@usef.org) | 859 225 2045

Sarah Gilbert  
[sgilbert@usef.org](mailto:sgilbert@usef.org) | 859 225 2022

Emily Pratt  
[epratt@usef.org](mailto:epratt@usef.org) | 859 225 6956

## DEFINITIONS

This section defines key words and concepts used throughout this Safe Sport Policy Handbook. The definitions set forth are intended to be universal in nature; however, some definitions vary by state. For example, the legal definition of child abuse is determined by each individual state. Guidelines concerning specific states may be found by visiting the Child Welfare Information Gateway at [www.childwelfare.gov](http://www.childwelfare.gov).

**ATHLETE:** Any rider, driver, handler, vaulter, or longeur who participates in any USEF licensed competition or USEF sanctioned event.

**CHILD, CHILDREN, MINOR, AND YOUTH:** Anyone under the age of 18. The terms child, children, minor, and youth are used interchangeably throughout these policies.

**COACH:** Any adult who has or shares the responsibility for instructing, teaching, schooling, training, or advising an athlete or horse in the context of equestrian sport. The terms coach and trainer are used interchangeably throughout these policies.

**MISCONDUCT:** Conduct that results in harm, the potential for harm, or the imminent threat of harm. Age is irrelevant to misconduct. There are six primary types of misconduct in sport: emotional misconduct, physical misconduct, sexual misconduct, harassment, hazing, and bullying.

**USEF DESIGNEE:** USEF staff, USEF Licensed Officials, USEF Board Members, or any individual that USEF formally authorizes, approves, or appoints (a) to a position of authority over, or (b) to have frequent contact with any athlete as defined above.

**USEF PARTICIPANT:** Any USEF Member, or any other individual, required to sign an entry blank in connection with a USEF licensed competition or sanctioned event.

# POLICY 1: ATHLETE PROTECTION POLICY

## COMMITMENT TO SAFETY OVERVIEW

In the event that any USEF Designee either (a) observes misconduct as defined in this Safe Sport Policy Handbook, or (b) receives a report containing allegations of misconduct as defined in this Safe Sport Policy Handbook, it is the personal responsibility of the individual to immediately report this to [safesport@usef.org](mailto:safesport@usef.org) or you can contact one of the following individuals on the Athlete Protection Team:

Sonja S. Keating, General Counsel  
[skeating@usef.org](mailto:skeating@usef.org) | 859 225 2045

Sarah Gilbert  
[sgilbert@usef.org](mailto:sgilbert@usef.org) | 859 225 2022

Emily Pratt  
[epratt@usef.org](mailto:epratt@usef.org) | 859 225 6956

No one should attempt to evaluate the credibility or validity of any misconduct allegations as a condition for reporting to USEF. When potential criminal behavior has been reported to USEF, USEF shall report such allegation(s) to law enforcement authorities. Complaints and allegations will be addressed under the USEF Enforcement Policy set out below.

USEF recognizes that the process for training and motivating athletes will vary with each coach, trainer, and athlete, but it is nevertheless important for everyone involved in sport to support the use of motivational and training methods that avoid misconduct.

## APPLICATION

This Athlete Protection Policy applies to Athletes, Coaches, USEF Designees, and USEF Participants as defined in the Definitions section of this Handbook and below:

**ATHLETE:** Any rider, driver, handler, vaulter, or longeur who participates in any USEF licensed competition or USEF sanctioned event.

**COACH:** Any adult who has or shares the responsibility for instructing, teaching, schooling, training or advising an athlete or horse in the context of equestrian sport. The terms coach and trainer are used interchangeably throughout these policies.

**USEF DESIGNEE:** USEF staff, USEF Licensed Officials, USEF Board Members or any individual that USEF formally authorizes, approves, or appoints (a) to a position of authority over, or (b) to have frequent contact with any athlete as defined above.

**USEF PARTICIPANT:** Any USEF Member, or any other individual, required to sign an entry blank in connection with a USEF-licensed competition or sanctioned event.

Athletes, Coaches, USEF Designees, and USEF Participants shall refrain from all forms of misconduct, which include:

- Emotional Misconduct
- Physical Misconduct

- Sexual Misconduct
- Bullying
- Harassment
- Hazing

## PROHIBITED CONDUCT

### CHILD SEXUAL ABUSE

- Any sexual activity with a child. Minors cannot consent to sexual activity with an adult, and any sexual interaction between an adult and a minor is strictly prohibited. This includes sexual contact with a child that is accomplished by deception, manipulation, force or threat of force, regardless of the age of the participants, and all sexual interactions between an adult and a child, regardless of whether there is deception or the child understands the sexual nature of the activity.

**Note concerning peer-to-peer child sexual abuse:** Sexual contact between minors also can be abusive. Whether or not a sexual interaction between children constitutes child sexual abuse turns on the existence of an aggressor, the age or size difference between the children, and/or whether there is an imbalance of power and/or intellectual capabilities.

- Any act or conduct described as child sexual abuse under federal or state law.

**Exceptions:** None

**Examples:** Sexually abusive acts may include sexual penetration, sexual touching, or non-contact sexual acts such as verbal acts, sexually suggestive electronic or written communications, exposure, or voyeurism.

Because sexual abusers often groom children for abuse – the process used by offenders to target the victim; gaining trust; filling a need; isolating the child; sexualizing the relationship; and maintaining control (e.g. keeping the child from disclosing abuse) – it is possible that a USEF Designee may witness behavior intended to groom a child for sexual abuse.

All questions or concerns related to inappropriate, suspicious, or suspected grooming behavior should be directed to [safesport@usef.org](mailto:safesport@usef.org) or you can contact of the following individuals on the Athlete Protection Team:

Sonja S. Keating, General Counsel  
[skeating@usef.org](mailto:skeating@usef.org) | 859 225 2045

Sarah Gilbert  
[sgilbert@usef.org](mailto:sgilbert@usef.org) | 859 225 2022

Emily Pratt  
[epratt@usef.org](mailto:epratt@usef.org) | 859 225 6956

### SEXUAL MISCONDUCT

- Any touching or non-touching sexual interaction that is (a) not consensual or forced, (b) coerced or manipulated, or (c) perpetrated in an aggressive, harassing, exploitative, or threatening manner;
- Any sexual interaction between an athlete and an individual with evaluative, direct, or indirect authority. Such relationships involve an imbalance of power and are likely to impair judgment or be exploitative;

- Romantic or sexual relationships, which began during the sport relationship, between athletes or other participants and those individuals (a) with direct supervisory or evaluative control, or (b) in a position of power and trust over the athlete or other participant. Except in circumstances where no imbalance of power exists, coaches have this direct supervisory or evaluative control and are in a position of power and trust over those athletes or participants they coach. The prohibition on romantic or sexual relationships does not include those relationships where it can be demonstrated that there is no imbalance of power. For example, this prohibition does not apply to a pre-existing relationship between two spouses or life partners; or
- Any act or conduct described as sexual abuse or misconduct under federal or state law (e.g. sexual abuse, sexual exploitation, rape).

***Note: An imbalance of power is always assumed between a coach and an athlete.***

## **TYPES OF SEXUAL MISCONDUCT**

Types of sexual misconduct include:

- sexual assault;
- sexual harassment;
- sexual abuse; or
- any other sexual intimacies that exploit an athlete. Minors cannot consent to sexual activity with an adult, and all sexual interaction between an adult and a minor is strictly prohibited.

**Exceptions:** None

**Examples:** Examples of sexual misconduct prohibited under this Athlete Protection Policy include, without limitation:

**Touching offenses.** Behaviors that include:

- fondling an athlete's breasts or buttocks;
- exchange of reward in sport (e.g., team placement, scores, feedback) for sexual favors;
- genital contact;
- forcing a victim to engage in touching another person in a sexual manner; or
- sexual relations or intimacies between persons in a position of trust, authority, and/or evaluative and supervisory control over athletes or other sport participants.

## **EMOTIONAL MISCONDUCT**

- A pattern of deliberate, non-contact behavior that has the potential to cause emotional or psychological harm to an athlete. Non-contact behaviors include:
  - verbal acts;
  - physical acts; or
  - acts that deny attention or support.
- Any act or conduct described as emotional abuse or misconduct under federal or state law (e.g. child abuse, child neglect).

**Exceptions:** Emotional misconduct does not include professionally accepted coaching methods of skill enhancement, physical conditioning, team building, discipline, or improving athletic performance.

**Examples:** Examples of emotional misconduct prohibited by this Athlete Protection Policy include, without limitation:

- **Verbal Acts.** A pattern of verbal behaviors that (a) attack an athlete personally in a degrading or belittling manner or (b)

repeatedly and excessively yelling at a particular athlete or athletes in a manner that serves no productive training or motivational purpose.

- **Physical Acts.** A pattern of physically aggressive behaviors, such as (a) throwing sport equipment, water bottles, or chairs at, or in the presence of, participants or (b) punching walls, windows or other objects.
- **Acts that Deny Attention and Support.** A pattern of (a) ignoring an athlete for extended periods of time or (b) routinely or arbitrarily excluding participants from practice.

Constructive criticism about an athlete's performance is not emotional misconduct. Emotional misconduct must have a sustained and/or repetitive component or be seen as a course of conduct, not a single event.

**Note: Bullying, harassment, and hazing, defined below, often involve some form of emotional misconduct.**

## PHYSICAL MISCONDUCT

- Contact or non-contact conduct that results in, or reasonably threatens to, cause physical harm to an athlete or other sport participant; or
- Any act or conduct described as physical abuse or misconduct under federal or state law (e.g. child abuse, child neglect, assault).

**Exceptions:** Physical misconduct does not include professionally accepted coaching methods of skill enhancement, physical conditioning, team building, appropriate discipline, or improving athlete performance. For example, the demonstration of the proper use of a crop as opposed to using it against the athlete.

**Examples:** Examples of physical misconduct prohibited by this Athlete Protection Policy include, without limitation:

**Contact offenses.** Behaviors that include:

- punching, beating, biting, striking, choking, or slapping an athlete;
- intentionally hitting an athlete with objects or sporting equipment;
- providing alcohol to an athlete under the legal drinking age (under U.S. law);
- providing illegal drugs or non-prescribed medications to any athlete;
- encouraging or permitting an athlete to return to play prematurely following a serious injury (e.g., a concussion) and without the clearance of a medical professional; or
- prescribing dieting or other weight-control methods without regard for the nutritional well-being and health of an athlete.

**Non-contact offenses.** Behaviors that include:

- isolating an athlete in a confined space (e.g., 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); or
- withholding, recommending against, or denying adequate hydration, nutrition, medical attention, or sleep.

**Note: Bullying, harassment, and hazing, defined below, often involve some form of physical misconduct.**

## COMMENT

**Authority and Trust.** Once the unique coach-athlete relationship is established, the authority and trust on the part of the coach over the athlete shall be assumed, regardless of age. Accordingly, sexual interaction or intimacies between a coach and an athlete or other participant are prohibited, regardless of age, both during coaching and during that period following-coaching if an imbalance in power could jeopardize effective decision-making.

**Imbalance of Power.** Factors relevant to determining whether there is an imbalance of power include, but are not limited to: (a) the nature and extent of the coach's supervisory, evaluative, or other authority over the athlete being coached; (b) the actual relationship between the parties; (c) the parties' respective roles; (d) the nature and duration of the sexual relations or intimacies; (e) the age of the coach; (f) the age of the athlete or participant; and (g) whether the coach has engaged in a pattern of sexual interaction with other athletes or participants.

**Exception.** This section does not apply to a pre-existing relationship between two spouses or life partners.

**Non-touching offenses.** Behaviors that include:

- discussing one's sex life with an athlete;
- asking an athlete about his or her sex life;
- requesting or sending a nude or partial-dress photo to an athlete;
- exposing athletes to pornographic material;
- sending athletes sexually explicit or suggestive electronic or written messages or photos (e.g. sexting);
- deliberately or recklessly exposing an athlete to sexual acts;
- deliberately or recklessly exposing an athlete to nudity (except in situations where locker rooms and changing areas are shared); or
- sexual harassment; specifically, the sexual solicitation, physical advances, or verbal or nonverbal conduct that is sexual in nature, and
  - is unwelcome, offensive, or creates a hostile environment, and the offending individual knows or is told this; or
  - is sufficiently severe or intense to be harassing to a reasonable person in the context.
- voyeurism

## BULLYING

- An intentional, persistent, and repeated pattern of committing or wilfully tolerating physical and non-physical behaviors that are intended, or have the reasonable potential, to cause fear, humiliation, or physical harm in an attempt to socially exclude, diminish or isolate the targeted athlete; or
- Any act or conduct described as bullying under federal or state law.

**Exceptions:** Bullying does not include group or team behaviors that are reasonably designed to establish normative team behaviors or promote team cohesion.

**Examples:** Examples of bullying prohibited by this Athlete Protection Policy include, without limitation:

- **Physical behaviors.** Patterns of behavior that include (a) hitting, pushing, punching, beating, biting, striking, kicking, choking or slapping an athlete; (b) throwing at or hitting an athlete with

objects such as sporting equipment.

- **Verbal and emotional behaviors.** Patterns of behavior that include (a) teasing, ridiculing, intimidating; (b) spreading rumors or making false statements; or (c) using electronic communications, social media, or other technology to harass, frighten, intimidate, or humiliate (cyber bullying).

While other athletes or participants are often the perpetrators of bullying, it is also a violation of policy if a coach or other responsible adult knows or should know of bullying but takes no action to intervene on behalf of the targeted athlete or participant.

## HARASSMENT

- A repeated pattern of physical and/or non-physical behaviors that (a) are intended to cause fear, humiliation or annoyance, (b) offend or degrade, (c) create a hostile environment, or (d) reflect discriminatory bias in an attempt to establish dominance, superiority, or power over an individual athlete or group based on gender, race, ethnicity, culture, religion, sexual orientation, gender expression, or mental or physical disability; or
- Any act or conduct described as harassment under federal or state law.

**Exceptions:** None

**Examples:** Examples of harassment prohibited by this Athlete Protection Policy include, without limitation:

- **Physical offenses.** Patterns of behavior that include (a) hitting, pushing, punching, beating, biting, striking, kicking, choking, or slapping an athlete or participant; (b) throwing at or hitting an athlete with objects including sporting equipment.
- **Non-physical offenses.** Patterns of behavior that include (a) making negative or disparaging comments about an athlete's sexual orientation, gender expression, disability, religion, skin color or ethnic traits; (b) displaying offensive materials, gestures, symbols; or (c) withholding or reducing playing time to an athlete based on his or her sexual orientation.

Harassment does not include group or team behaviors that are reasonably designed to establish normative team behaviors or promote team cohesion.

## HAZING

- Coercing, requiring, forcing or wilfully tolerating any humiliating, unwelcome, or dangerous activity that serves as a condition for (a) joining a group, or (b) being socially accepted by a group's members; or
- Any act or conduct described as hazing under federal or state law.

**Exceptions:** Hazing does not include group or team activities that are reasonably designed to establish normative team behaviors or promote team cohesion.

**Examples:** Examples of hazing prohibited by this Athlete Protection Policy include, without limitation:

- equiring, forcing, or otherwise requiring the consumption of alcohol or illegal drugs;
- tying, taping, or otherwise physically restraining an athlete;
- sexual simulations or sexual acts of any nature;
- sleep deprivation, otherwise unnecessary schedule disruption, or the withholding of water and/or food;
- social actions (e.g. grossly inappropriate or provocative clothing) or public displays (e.g. public nudity) that are illegal or meant to

- draw ridicule;
- beating, paddling, or other forms of physical assault
- verbal abuse;
- threats or implied threats; or
- excessive training requirements focused on individuals on a team.

## **WILFULLY TOLERATING MISCONDUCT**

The act of ignoring misconduct or Safe Sport policy violations is also prohibited. It is a violation of this policy if a USEF Designee knows or should have known of the misconduct but takes no action to intervene on behalf of the targeted athlete or participant.

It is a violation of this Athlete Protection Policy if a USEF Designee knows of misconduct in violation of this Policy but fails to report such misconduct to [safesport@usef.org](mailto:safesport@usef.org) or to one of the following individuals on the Athlete Protection Team:

Sonja S. Keating, General Counsel  
[skeating@usef.org](mailto:skeating@usef.org) | 859 225 2045

Sarah Gilbert  
[sgilbert@usef.org](mailto:sgilbert@usef.org) | 859 225 2022

Emily Pratt  
[ep Pratt@usef.org](mailto:ep Pratt@usef.org) | 859 225 6956

## **REPORTING**

Although this Safe Sport Policy Handbook is designed to reduce misconduct in sport, it can still occur. USEF Designees shall follow the reporting procedures set forth in USEF's Reporting Policy. USEF does not investigate suspicions or allegations of child physical or sexual abuse, nor does it attempt to evaluate the credibility or validity of such allegation as a condition of reporting suspicions or allegations to the appropriate law enforcement authorities.

## **VIOLATIONS**

Violations of the Athlete Protection Policy shall be reported pursuant to the Reporting Policy and will be subject to penalties by the USEF Hearing Committee.

## POLICY 2: REPORTING POLICY

### REPORTING

USEF Designees shall report any misconduct as defined in the USEF Athlete Protection Policy as outlined in the Safe Sport Policy Handbook that he or she observes, or receives via report, to [safesport@usef.org](mailto:safesport@usef.org) or to one of the following individuals on the Athlete Protection Team:

Sonja S. Keating, General Counsel  
[skeating@usef.org](mailto:skeating@usef.org) | 859 225 2045

Sarah Gilbert  
[sgilbert@usef.org](mailto:sgilbert@usef.org) | 859 225 2022

Emily Pratt  
[epratt@usef.org](mailto:epratt@usef.org) | 859 225 6956

USEF will report potentially criminal behavior to the appropriate law enforcement agency.

### “WHISTLEBLOWER” PROTECTION

Regardless of whether the allegation(s) is proven, USEF will support the complainant(s) and his or her right to express concerns in good faith. USEF will not encourage, allow, or tolerate attempts from any individual to retaliate, punish, or in any way harm any individual(s) who reports a concern in good faith or otherwise participates in an investigation (eg., witness). Such actions against a complainant may be grounds for disciplinary action.

### BAD-FAITH ALLEGATIONS

Submitting a knowingly false allegation is prohibited and may violate state criminal law and civil defamation laws. Such reports will be considered a violation of USEF Safe Sport Policy Handbook and may be subject to penalty by USEF’s Hearing Committee.

### ADDITIONAL CONSIDERATIONS REGARDING REPORTING SEXUAL MISCONDUCT

#### GROOMING

Because sexual abusers often groom children for abuse – the process used by offenders to select a child, to win the child’s trust (and the trust of the child’s parent or guardian), to manipulate the child into sexual activity and to keep the child from disclosing abuse – it is possible that a USEF Designee may witness behavior intended to groom a child for sexual abuse. All questions or concerns related to inappropriate, suspicious, or suspected grooming behavior should be directed to [safesport@usef.org](mailto:safesport@usef.org) or to one of the following individuals on the Athlete Protection Team:

Sonja S. Keating, General Counsel  
[skeating@usef.org](mailto:skeating@usef.org) | 859 225 2045

Sarah Gilbert  
[sgilbert@usef.org](mailto:sgilbert@usef.org) | 859 225 2022

Emily Pratt  
[epratt@usef.org](mailto:epratt@usef.org) | 859 225 6956

## PEER-TO-PEER SEXUAL ABUSE

Approximately one-third of all child sexual abuse occurs at the hands of other children. The obligation to report misconduct extends to peer-to-peer child sexual abuse. Whether or not a sexual interaction between children constitutes child sexual abuse depends upon the existence of an aggressor, the age difference between the children, and/or whether there is an imbalance of power or intellectual capabilities. If you have any concerns that an interaction between children may constitute sexual abuse, report it immediately to [safesport@usef.org](mailto:safesport@usef.org) or to one of the following individuals on the Athlete Protection Team:

Sonja S. Keating, General Counsel  
[skeating@usef.org](mailto:skeating@usef.org) | 859 225 2045

Sarah Gilbert  
[sgilbert@usef.org](mailto:sgilbert@usef.org) | 859 225 2022

Emily Pratt  
[epratt@usef.org](mailto:epratt@usef.org) | 859 225 6956

## REPORTING PROCEDURE

### TO WHOM TO REPORT

All reports must be made to [safesport@usef.org](mailto:safesport@usef.org) or to one of the following individuals on the Athlete Protection Team:

Sonja S. Keating, General Counsel  
[skeating@usef.org](mailto:skeating@usef.org) | 859 225 2045

Sarah Gilbert  
[sgilbert@usef.org](mailto:sgilbert@usef.org) | 859 225 2022

Emily Pratt  
[epratt@usef.org](mailto:epratt@usef.org) | 859 225 6956

USEF will make every effort to ensure that those named in a misconduct complaint, or are too closely associated with those involved in the complaint, will not be part of the investigative efforts.

### HOW TO REPORT

USEF will take a report in the way that is most comfortable for the person initiating the report including an anonymous, in-person, verbal, or written report. Regardless of the method of reporting, it is helpful to USEF to get the following information: (1) the name of the complainant(s); (2) the type of misconduct alleged; (3) the name(s) of the alleged victim(s); and (4) the name(s) of the individual(s) alleged to have committed the misconduct.

Individuals may complete an Incident Report Form. Information on this form will include:

- the name(s) of the complainant(s);
- the type of misconduct alleged;
- the name(s) of the alleged victim(s);
- the name(s) of the individual(s) alleged to have committed the misconduct;
- the approximate date(s) and location(s) where the misconduct was committed;
- the names of other individuals who might have information regarding the alleged misconduct; and

- a summary statement of the reasons to believe that misconduct has occurred.

USEF will withhold the complainant's name upon request, to the extent permitted by law. A copy of the USEF Incident Report Form can be found at [www.safesport.usef.org](http://www.safesport.usef.org)

## **CONFIDENTIALITY AND ANONYMOUS REPORTING**

### **CONFIDENTIALITY**

To the extent permitted by law, and as appropriate, USEF will handle any report it receives confidentially and discretely and will not make public the names of the complainant(s), potential victim(s), or accused perpetrator(s); however, USEF may disclose such names on a limited basis when conducting an investigation or reporting to law enforcement authorities.

### **ANONYMOUS REPORTING**

USEF recognizes it can be difficult to report an allegation of misconduct and strives to remove as many barriers to reporting as possible. Anonymous reports may be made without the formality of completing an Incident Report Form:

- by completing the Incident Report Form without including their name; or
- by expressing concerns verbally to one of the following individuals on the Athlete Protection Team:

Sonja S. Keating, General Counsel  
skeating@usef.org | 859 225 2045

Sarah Gilbert  
sgilbert@usef.org | 859 225 2022

Emily Pratt  
epratt@usef.org | 859 225 6956

## **HOW REPORTS ARE HANDLED**

### **SUSPICIONS OR ALLEGATIONS OF CHILD PHYSICAL OR SEXUAL ABUSE REPORTING TO LAW ENFORCEMENT AND/OR CHILD PROTECTIVE SERVICES**

USEF reports all allegations of child physical or sexual abuse to law enforcement authorities. USEF does not attempt to evaluate the credibility or validity of child physical or sexual abuse as a condition for reporting to appropriate law enforcement authorities. As necessary, however, USEF may ask a few clarifying questions of the person making the report to adequately report the suspicion or allegation to law enforcement authorities.

\* For mandatory reporting laws, visit [www.childwelfare.gov](http://www.childwelfare.gov).

### **MISCONDUCT AND POLICY VIOLATIONS**

USEF will address all alleged Safe Sport Policy Handbook violations and misconduct, including Athlete Protection Policy violations.

USEF may also investigate allegations of child physical or sexual abuse that are reportable under relevant state and federal law, if such investigation does not interfere with any ongoing criminal investigation or prosecution for abuse. Such allegations may include:

- Abuse reported outside the relevant statutes of limitation; or

- Allegations of abuse that were reported to authorities, but: (a) legal authorities did not press criminal charges; or (b) criminal charges were filed, but not pursued to trial.

## **NOTIFICATION**

Following USEF's receipt of a credible allegation involving Safe Sport-related misconduct, USEF may consider the circumstances in which it will notify other parents of athletes with whom the accused individual may have had contact. At USEF's discretion, and as appropriate, USEF may notify relevant staff members, contractors, volunteers, parents, and/or athletes of any such allegation that (a) law enforcement authorities are actively investigating; or (b) that USEF is investigating internally. Advising others of an allegation may lead to additional reports of child physical or sexual abuse and other misconduct.

## **POLICY 3: TRAINING AND EDUCATION**

USEF has adopted the United States Olympic Committee's Safe Sport training materials, which include a series of online training videos that are available for the training of athletes, coaches, and USEF Designees. All USEF Designees must successfully complete awareness training every two (2) years concerning the Athlete Protection Policy contained in this Safe Sport Policy Handbook. Non-members of the USEF, such as parents or guardians of minor athletes, are encouraged to complete the training. The videos in total are approximately 90 minutes long and can be accessed at [www.usef.org](http://www.usef.org). The videos covers misconduct in sport, which includes:

- Emotional Misconduct
- Physical Misconduct
- Sexual Misconduct
- Bullying
- Harassment
- Hazing

## POLICY 4: CRIMINAL BACKGROUND CHECK

All USEF Designees shall undergo a criminal background check that complies with the Fair Credit Reporting Act. Through this criminal background check, USEF will utilize reasonable efforts to ascertain criminal history. The USEF Criminal Background Check Policy assists USEF in promoting the safety and welfare of athletes.

### PROCESS

The Criminal Background Check Consent and Waiver Release Form must be submitted to USEF's criminal background check vendor and the USEF Designee cleared before he or she may perform services for USEF. Upon submission of the Criminal Background Check Consent and Waiver Release Form, USEF will request that its vendor perform the criminal background check. As part of its criminal background check, the vendor will:

- perform a national criminal record search;
- perform a search of state sexual offender registries; and
- verify a person's identification against his or her social security number or other personal identifier.

### CRIMINAL HISTORY

USEF will use a criminal background check agency to gather information about criminal history. The information revealed by the criminal background check may disqualify an individual from serving as a USEF Designee. Any conviction, guilty plea, plea of no contest, deferred sentence, deferred adjudication, or similar disposition of any of the following will result in disqualification:

- **Sex Offenses: All Sex Offenses** regardless of time since the offense.  
**Examples Include:** child molestation, rape, sexual assault, sexual battery, sodomy, prostitution, solicitation, indecent exposure, etc.
- **Felony Offenses:**
  - **All Felony Violence Offenses** - Regardless of the amount of time since the offense.  
**Examples Include:** murder, manslaughter, aggravated assault, kidnapping, robbery, aggravated burglary, etc.
  - **All Felony Offenses** other than **violence** or **sex** within the past 10 years.  
**Examples Include:** drug offenses, theft, embezzlement, fraud, child endangerment, etc.
- **Misdemeanors:**
  - **All Misdemeanor Violence** offenses within the past 7 years.  
**Examples Include:** simple assault, battery, domestic violence, hit & run, etc.
  - **Two or more Misdemeanor Drug and/or Alcohol Offenses** within the past 7 years.  
**Examples Include:** driving under the influence, simple drug possession, drunk and disorderly, public intoxication, possession of drug paraphernalia, etc.
  - **Any Other Misdemeanor** within the past 7 years that would be considered a potential danger to children, including any crimes involving cruelty to animals.

For the purposes of this Policy, guilty shall mean that a person was found guilty following a trial, entered a guilty plea, entered a no contest plea, accompanied by a court finding of guilt (regardless of adjudication), or received court-directed programs in lieu of conviction.

## **PENDING COURT CASES**

No decision will be made on a prospective USEF Designee's eligibility if he or she has a pending court case for any of the potentially disqualifying offenses until the pending case concludes. If, however, during the case's pendency, USEF undertakes an independent investigation and conducts a hearing, any determination may be used to disqualify the prospective USEF Designee.

## **FULL DISCLOSURE**

Each USEF Designee and prospective USEF Designee has the affirmative duty to disclose his or her criminal history. Failing to disclose or intentionally misrepresenting an arrest, plea, or conviction is grounds for USEF Designee status revocation or restriction, regardless of when the offense is discovered. USEF Designees have the ongoing duty to disclose criminal history. USEF Designees need not disclose arrests in which charges are not filed, charges are dismissed, or the USEF Designee is acquitted; however, USEF Designees are required to disclose non-convictions involving deferred sentences, deferred adjudications, or other similar dispositions.

- If a prospective USEF Designee (1) is arrested, (2) enters a guilty plea or (3) is convicted of any offense identified above during the application process, he is required to disclose such information immediately.
- In the event a USEF Designee (1) is arrested, (2) enters a guilty plea or (3) is convicted of any offense identified above, he has an affirmative duty to disclose such information immediately to Sonja S. Keating, USEF General Counsel, at [safesport@usef.org](mailto:safesport@usef.org) or 859-225-2045.
- Any USEF Designee or prospective USEF Designee who has been banned by another sport organization, as temporarily or permanently ineligible, must self-disclose this information. A failure to disclose is a basis for disqualification.

## **FINDINGS**

USEF's criminal background check report will return a red light or green light finding. A green light finding means that the background check vendor located no records that would disqualify the individual. A green light score, however, is not a certification of safety or permission to bypass/ignore other screening efforts. Other disqualifying factors may exist and can be revealed through other means.

A red light finding means the criminal background check revealed criminal records that suggest the individual does not meet the criteria and is not suitable for USEF Designee status.

Individuals who are subject to disqualification under a red light finding may challenge the accuracy of the information reported by the criminal background check vendor.

Notice of findings will be provided to the USEF Legal Department.

## **APPEAL TO CRIMINAL BACKGROUND CHECK VENDOR**

Any disqualified individual has the right to dispute the findings of the criminal background check directly with the criminal background check vendor. A disqualified individual may not appeal the automatic disqualification or the results of the findings of the criminal background check vendor to USEF. USEF is required by this Criminal Background Check Policy to accept the findings of the criminal background check vendor.

Individuals disqualified are excluded from participation in any USEF licensed competition and USEF- sanctioned events and/or activities as a USEF Designee unless an exemption is granted in accordance with the exemption request process below.

## **EXEMPTION REQUEST TO USEF**

Any disqualified individual has the right to seek an exemption from the USEF Exemption Panel. The individual shall demonstrate that the conviction or charge does not violate the spirit of Safe Sport and that he or she poses no risk to the sport.

In order to seek an exemption from disqualification, contact Sonja S. Keating, USEF General Counsel, at [safesport@usef.org](mailto:safesport@usef.org) or 859-225-2045 or submit an Exemption Request Form to USEF found at [www.safesport.usef.org](http://www.safesport.usef.org)

## **FREQUENCY OF CRIMINAL BACKGROUND CHECKS**

Criminal background checks for USEF Designees will be refreshed every two years or as otherwise required by law.

## **AFFIRMATIVE DUTY TO DISCLOSE**

If a USEF Designee is accused, arrested, indicted, or convicted of a criminal offense set out above or a criminal offense against a child, it is the duty and responsibility of the USEF Designee to immediately disclose this information to Sonja S. Keating, USEF General Counsel, at [safesport@usef.org](mailto:safesport@usef.org) or 859-225-2045.

## **OTHER POTENTIALLY DISQUALIFYING FACTORS**

Even if an individual passes a criminal background check, USEF may determine that an individual may be disqualified and prohibited from USEF Designee status if the individual has:

- Been held liable for civil penalties or damages involving sexual or physical abuse of a minor;
- Been subject to any court order involving any sexual or physical abuse of a minor, including but not limited to, domestic order or protection;
- A history with another organization (employment, volunteer, etc.) of complaints of sexual or physical abuse of minors;
- Resigned, been terminated, or been asked to resign from a position - paid or unpaid - due to complaint(s) of sexual or physical abuse of minors;
- A history of other behavior that indicates the individual may be a danger to athletes and participants; or
- Failed to disclose criminal background in accordance with this Policy.

## **REVIEW OF DISQUALIFIERS**

USEF will review its disqualifiers from time to time or as otherwise required or modified by law.

# **POLICY 5: ENFORCEMENT**

## **ENFORCEMENT**

The enforcement of the policies contained in this Safe Sport Policy Handbook fall under the jurisdiction of the USEF Hearing Committee. As such, Chapters 6 and 7 of the USEF General Rules govern the enforcement phase and set forth the penalties that may be imposed for any violation of this Safe Sport Policy Handbook.

If the results of an investigation warrant referring the case to the USEF Hearing Committee, the Chief Executive Officer of USEF may file a Charge pursuant to and in accordance with General Rule 604.

Neither civil nor criminal statutes of limitation apply to reports of cases of sexual abuse.



**UNITED STATES EQUESTRIAN FEDERATION**  
THE NATIONAL GOVERNING BODY FOR EQUESTRIAN SPORT

[usef.org](http://usef.org)

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