

WFA BYLAWS



Revised October 2022

WFA Rules of Arbitration, By-laws
and Code of Conduct

The WFA is designed to empower responsible owners to create the highest level of women's football in the nation. The WFA is the premier Women's football league in the world and it will be a privilege to be a part of the next generation of women's football.

The WFA team owners are expected to operate their team with the highest level of professionalism. Each player is also expected to act with the highest level of professionalism. Team owners, and/or players, who do not represent the WFA in a favorable manner may be disqualified from the league or not be invited to return. The WFA will provide as much assistance as possible to ensure each teams' success.

GENERAL TEAM GUIDELINES

A. League Fee

1. WFA Pro and Division 2: \$2000
2. Division 3: \$1500
3. Developmental: \$1000

B. The WFA retains the right to refuse membership in the League of any team or player. Membership will not be denied based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

C. WFA PRO and Division II Teams must have a minimum of 30 players on their roster 60 days before the start the season. Division III teams must have a minimum of 25 players. WFA Developmental teams must have a minimum of 20 players. The WFA retains the right to remove any team prior to the start of the season if this minimum number of players has not been reached.

D. All players must officially register with the WFA and execute a waiver prior to the start of the season. Teams that do not ensure that all waivers are signed by players prior to the start of the season, may be subject to fines and/or disqualification.

E. All players must execute an acknowledgment of medical insurance coverage prior to participation in any games or practices. Teams that do not ensure that all players have medical insurance prior to participation in any games or practices, may be subject to fines and/or disqualification.

F. All players must execute the acknowledgment of receipt and understanding of the WFA Rules of Arbitration, Bylaws, and Code of Conduct prior to participation in any games or practices. Players who fail to do so will not be eligible to play.

GENERAL LEAGUE GUIDELINES

- A. WFA Pro and WFA Division II Teams in good standing will be provided a minimum of 10 official WFA Youth game balls. Division III teams will be provided 5 game footballs.
- B. Teams in good standing will be provided with a one-year game film account.
- C. Teams in good standing will be provided compensation for playoff travel. (See Away Games)
- D. Teams in good standing will be provided Stadium Liability Insurance.
- E. Players and team statistics will be posted on WFA league website.
- F. WFA Games of the Week and National Championship will be televised.
- G. Division I Championship team will receive 50 free uniforms* and 50 Championship Rings. *Must be in compliance with uniform sponsor.
- H. Division II Championship team will receive 30 Rings
- I. Division III Championship team will receive 25 Rings

WFA/ TEAM PLAYER GUIDELINES

A. INJURY WAIVER . All players and coaches must sign an injury waiver provided by the WFA. No player or coach may participate in any practice, scrimmage or game without having a signed injury waiver in the WFA's office.

B. HEALTH INSURANCE

All players and coaches must provide the team owner and the WFA with proof of health insurance. This health insurance must be in force during the agreement with all players and coaches. No player or coach may participate in any practice, scrimmage or game without having proof of health insurance in the team and in the WFA's office.

C. SAFETY

All team owners and coaches must review all items on the WFA Safety Page. Items include:

Equipment Fitting:

<https://usafootball.com/programs/heads-up-football/youth/equipment/>

Heads Up Tackling

<https://www.usafootball.com/programs/heads-up-football/middle-high-school/shouldertackling/>

Concussion Awareness

<https://usafootball.com/programs/heads-up-football/youth/concussion/>

Heat and Hydration

<https://usafootball.com/programs/heads-up-football/middle-high-school/heat-hydration/>

Safe Sport Training Video:

<http://training.teamusa.org/store/details/1>

WFA Safe Sport Policy: APPENDIX C

D. PLAYER ELIGIBILITY

1. **AGE:** Players must be female and 18 years of age or older. Exceptions requests must be in writing, must have parental permission, and are considered on a case-by-case basis.
2. **ACTIVE AND OFFICIAL STATUS**

a. Active Player

A player is considered active on a WFA team if:

- i. She has signed a Season Team Contract, or
- ii. She has played on the WFA team the previous season.

Once active, a player is not allowed to be recruited by another WFA Team.

b. Official Player

Active players are considered “Official Players” either:

- i. After February 1 of the current season, or
- ii. After participating in 4 WFA team events. Teams are required to show proof of participation if this is contested.

Official Players may not play for another WFA Team (unless they have relocated and have been formally released).

Players are official for one season and are eligible to play for another WFA team after the WFA season is complete (after WFA Championship).

3. ROSTER LOADING

Players must be dressed in uniform and be present at a minimum of half of the regular season games to compete in playoffs. Minimum games are as follows: 8 games= 4; 7 games=3, 6 games =3, 5 games=2.

It is the responsibility of the team to prove a player has attended the minimum number of games if they are not on game film. Exception requests must be in writing prior to the start of the New Season.

Exception: Rookie players who have not played organized tackle football do not need to meet the minimum game standard and can be added at any time to rosters.

4. OUT OF TOWN PLAYERS

Teams will have a 60-mile radius from their home stadium which is designated as their territory (“Territory”).

Players who live out of a team’s territory are considered Out of Territory Players. (“OT Players”).

A team will not be allowed to add more than 3 OT players from another team’s Territory if those players played in the immediately prior WFA season. (i.e. Team A may not add more than 3 OT Players who previously played for Team B.)

Exceptions:

Players who live in an area where there is not a current WFA team are considered free agents and permitted to play on any WFA team of their choosing.

Players who have not played for a WFA team in their Territory the previous season are Free Agents. Note: OT Players will not lose their OT status from year to year.

OT status will be removed if they can prove they have relocated to their new team's territory for a minimum of 3 months.

5. ILLEGAL RECRUITMENT

Teams (owners, players, staff) are not allowed through email, Facebook, text, call, or other types of communication, to contact or receive communication from, any active players from another team unless the team receives written permission from the player's current team: Players who are illegally recruited will not be allowed to play for the team in violation of the player recruitment policy.

Teams who have illegally recruited players will be fined a \$500 for each offense.

6. RELOCATION

Players who move out their team's area are allowed to play for another WFA team during the current season if she has fulfilled all requirements for official release. Requirements may include turning in borrowed gear, uniforms, and playbook, and/or are in good standing on all financial obligations with their current team.

For teams that are located within a 50-mile radius of each other, please see Appendix A for additional guidelines.

E. AWAY GAMES

- a. Teams are responsible for their own travel expenses for regular season away games.
- b. Playoff travel will be partially compensated by the WFA. A minimum of \$20,000 will be allotted for travel for the playoffs. Travel stipends will be distributed as follows:
 - WFA PRO Conference Championship Traveling Teams: \$2000 per team
 - WFA PRO Championship Traveling Teams: \$4000 per team
 - WFA Division 2 Conference Championship Traveling Teams: \$1000 per team
 - WFA Division 2 Traveling Teams: \$2000 per team
 - WFA Division 3 Championship Traveling Teams: \$1500 per team

F. TICKET AND SPONSORSHIP SALES

Sponsorships and ticket sales are strongly encouraged to help generate revenue for your team. Teamowners should have sponsorship packages that are available to players to assist with funding.

G. HOME GAMES

Home games are to be played at a stadium with lights, scoreboard, locker rooms with showers, and press box. Home Teams must have a certified EMT or Medical Doctor on site for home

games.

Home teams must have minimum of 5 WFA Certified Referees. Game times must start between 4pm-7pm. The visiting team must approve any start times that do not fall within the 4pm-7pm window.

Home teams are to provide the following to the traveling team 2 weeks in advance to the game:

Name of Team
Contact Phone
Number and
EmailAddress
Name of Stadium
Kickoff Time
Type of field surface: Grass
or Turf
Time of Access to
Locker Rooms

H. OFFICIAL GAME RULES

The WFA will operate by NCAA rules with minor adjustments. WFA Rules can be downloaded from the WFA Website.

I. BALL

1. It is the home team's responsibility to provide game balls. Balls must be Youth footballs with the WFA logo on it.
 - a. Visiting teams may use their own balls during their possession provided they have been checked by the game official.

II. FORFEIT.

- If a Team forfeits a game on the schedule designated as an away game, the Team will be subject to a fine of One Thousand Five Hundred Dollars and no/100 (\$1,500.00) ("Forfeit Fine"). Each game on the schedule designated as a home game, after an away game forfeiture will be subject to forfeiture until the Forfeit Fine is paid in full. More than one away game forfeitures and/or repeated home game forfeiture may result in membership with the WFA being terminated.
- If a Team Forfeits a game on the schedule designated as a home game within 1 week of the scheduled game, the Team will be subject to compensate the scheduled visiting Team for any nonrefundable travel costs incurred.
- Any Team who forfeits a game on their schedule will not be eligible for post season play and their players will not be eligible for the All-American Honors.
- **Playoff Forfeit:** If a Team forfeits a playoff game, the Team will be subject to a fine of One Thousand Five Hundred Dollars and no/100 (\$1,500.00) ("Forfeit Fine"). A team who forfeits a playoff game will be ineligible for playoffs the following year and their players are not eligible

for playing in the WFA All-American Game. Teams who wish to opt out of playoffs due to significant injuries must notify the WFA in writing 30 days before playoffs begin with their request for Board Approval.

K. ADMINISTRATIVE REMEDIES

Teams owners or administration, and players must submit all complaints regarding any and all disputes with the WFA, in writing to the WFA office, prior to bringing a complaint in any other forum. Within Ten (10) business days of a Team and/or player, knowing of a claim and/or dispute with the WFA, the Team and/or player must submit its claim and/or dispute in writing to the WFA Commissioner for a determination by the WFA Board.

Upon receipt of a written claim and/or dispute, the WFA Commissioner will notify the WFA Board and forward all information regarding the claim and/or dispute to the WFA Board. The WFA will submit all complaints received, to the WFA Board of Representatives within seven (7) days of receipt. The WFA Board of Representatives will convene telephonically to discuss the complaint and any additional related information no later than fifteen (15) days after the WFA received the complaint. A written response to the complaint will be issued by the WFA Board of Representatives within three (3) days of meeting telephonically with one of three responses: (1) the complaint requires further investigation; (2) the complaint was found to be without merit; or (3) the complaint was found to have merit and includes a proposed resolution.

If a complaint is found to require further investigation, an investigation will be headed by a selected member of the WFA Board of Representatives who will provide a report to the full WFA Board of Representatives within thirty (30) days of the written response being issued by the WFA Board of Representatives. A response will then be issued by the WFA Board of Representatives finding: (1) the complaint was found to be without merit; or (3) the complaint was found to have merit and includes a proposed resolution. After fully exhausting their administrative remedy, if a team and/or a player is not satisfied with the WFA Board of Representatives' response they may proceed to arbitration. A Team's and/or Player's failure to timely submit its claim/dispute to the WFA Board, shall result in Team's waiver of its claim/dispute.

L. ARBITRATION

Any dispute or claim of any kind between the WFA and a Team and/or Player arising out of or relating to this Agreement, and membership in the WFA, or the breach thereof, which was not satisfactorily resolved administratively shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, including the Optional Rules for Emergency Measures of Protection. The arbitration hearing shall take place in Tulare County, California before a single arbitrator appointed in accordance with said rules. The arbitrator shall apply California law, without reference to rules of conflicts of law or rules of statutory arbitration, to the resolution of any dispute. The arbitrator shall issue a reasoned decision and a standard form of award. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, the WFA, Team, and/or Player may apply to a court of competent jurisdiction in Tulare County, California, or in the United States District Court for the Eastern District of California, to compel arbitration in accordance with this paragraph, without breach of this arbitration provision. All parties consent to personal jurisdiction of such courts and waive any defense of forum non-

convenes. Team and/or Player agree to become available for service of process within the State of California. Each party shall bear its own costs, fees and expenses of arbitration. The arbitration proceedings and arbitration award shall be maintained by the parties as strictly confidential, except as is otherwise required by court order or as is necessary to confirm, vacate or enforce the award and for disclosure in confidence to the parties' respective attorneys, tax advisors and senior management and to family members of a party who is an individual.

M. POLICY ON TRANSGENDER PLAYER PARTICIPATION

The following policy clarifies participation of transgender athletes undergoing hormonal treatment for gender transition:

- A trans female (MTF) player being treated with testosterone suppression medication for Gender Identity Disorder or gender dysphoria and/or Transsexualism, may compete on a team after providing documentation that the player has completed at least one calendar year of testosterone suppression treatment.
 - The athlete must demonstrate that her total testosterone level in serum has been below 5 nmol/L for at least 12 months prior to competing in the WFA.
 - The athlete's total testosterone level in serum must remain below 5 nmol/L throughout the period of desired eligibility to compete in the female category.
 - Compliance with these conditions may be monitored by testing. In the event of non-compliance, the athlete's eligibility for female competition will be suspended for 12 months
- Any player whose assigned birth gender was female and who is not currently, or in the past year, taken hormone treatments related to gender transition may participate.

Players may be subject to random drug-testing per the WFA's Drug Testing Policy and Procedure. All players must test negative for a banned substance if no medical exception was previously requested. Any disputes or concerns regarding the policy on transgender player participation must be made through the administrative remedies sections. Teams and/or players who have a reasonable suspicion that a player is in violation of this policy must submit a written claim through the administrative remedies provision. Failure to follow the administrative remedies provision will result in a waiver of any claim.

N. DRUG AND ALCOHOL TESTING POLICY AND PROCEDURES

- Banned Classes of Drugs
 - 1) Stimulants; 2) Anabolic agents; 3) Alcohol and beta blockers; 4) Diuretics and other masking agents; 5) Illicit drugs; 6) Peptide hormones and analogues; 7) Anti-estrogens; and 8) Beta-2 agonists. Any substances that is chemically/pharmacologically related to these classes also is banned. The team and the athlete shall be held accountable for all drugs within the banned-drug class regardless of whether they have been specifically identified. There is no complete list of banned substances.
- Medical Exceptions Process
 - a. Potential Exceptions. The WFA recognizes that some banned substances are used

for legitimate medical purposes. Accordingly, the WFA allows exceptions to be made for those players with a documented medical history demonstrating the need for treatment with the banned medication. Exceptions may be granted for substances included in the following classes of banned drugs: 1) Stimulants; 2) Anabolic agents; 3) Beta blockers; 4) Diuretics; 5) Peptide hormones and analogues; 6) Anti-estrogens; and 7) Beta-2 agonists.

b. Procedures for Requesting a Medical Exception.

1. Alternative non-banned medications for the treatment of various conditions exist and should be considered before an exception is pursued.
2. For the use of a banned substance, the player must seek approval by the WFA Board of Representatives before the player is allowed to participate in any games while taking a banned substance or continuing to experience the effects of a banned substance, including having taken the banned substance within the prior year. The player must submit to the WFA Board of Representatives, medical documentation from the prescribing physician supporting the diagnosis and treatment. The prescribing physician should also verify player's continued physical ability to play a contact sport.

The WFA Board of Representatives will determine if additional information is needed before issuing a decision on the requested exception. The WFA Board of Representatives will consult confidentially with a medical consultant when necessary, prior to issuing a decision. Players are not permitted to play while taking a banned substance or continuing to experience the effects of the banned substance until such time as the WFA Board approves the requested exception. If the WFA Board denies the request for an exception, the Player can seek review of the decision through the administrative remedies provision. All disputes and/or concerns regarding a medical exception, and the process for obtaining a medical exception must be brought through the administrative remedies provision.

3. It is a player's responsibility to request an exception prior to playing in any games. No medical exceptions will be granted retroactively

- Drug-Testing Program

- a. Unannounced drug testing.

All players will be subject to unannounced, random, reasonable suspicion, team, pre-season, post-season, and follow-up drug testing. All players will be required to execute a waiver consenting to such testing. The WFA will notify a Team and any players of their selection to be tested. Players must be tested within five days of receiving notice to do so. Any games played after a player

receives notice of testing, but before testing results are received are subject to forfeit based on the results of the test.

b. Specimen collection procedures.

The specimen will be provided by the player under direct observation by an independent contractor approved by the WFA as outlined in the notice of testing, to ensure the integrity of the collection, processing, packaging, and evaluation of the specimen.

- c. The consequences of a positive test for street drugs and other classes of banned substances, other than anabolic steroids, peptide hormones and analogues, and diuretics.
- i. A first positive test for a street drug, or other banned substance, other than anabolic steroids, peptide hormones and analogues, and diuretics, will be treated as a matter calling for evaluation, treatment, and counseling. The player will be subject to regular unannounced drug testing as part of her treatment. As part of a treatment plan, the player will be suspended from competition. A positive test which indicates that the player has used a banned substance during the period of evaluation, treatment, and counseling may be treated as a second positive test, if it is a street drug or other banned substance, other than an anabolic steroid, peptide hormone or analogues, or a diuretic. If the positive test is for an anabolic steroid, peptide hormone or analogues, or a diuretic, it will be treated in accordance with the provision of this policy dealing with a positive test for those substances.
 - ii. A second positive test for a street drug or other banned substance, other than an anabolic steroid, peptide hormone or analogues, or a diuretic, will result in a suspension of eligibility to compete in the rest of the season.
 - iii. A third positive test for a street drug or other class of banned substances, other than anabolic steroids, peptide hormones and analogues, or diuretics, will result in the permanent termination of eligibility to compete.
- d. The consequences of a positive test for anabolic steroids, peptide hormones and analogues, and diuretics. The use of anabolic steroids and peptide hormones and analogues is cheating and undermines the integrity of any competition in which the offending player participates.
- e. A positive test for an anabolic steroid, a peptide hormone or analogue, or a diuretic will result in a suspension of eligibility to compete in the remaining season. Any and all complaints regarding drug testing and positive test results consequences must be made through the administrative remedies provision.

O. CORRECTIVE ACTIONS

All violations resulting in fines will be reviewed by the WFA Board.

Fines per occurrence:

Failure to secure 5 certified WFA referees: \$100 per referee

Home Game Stadium Requirements: \$250 dollar fine for each violation

Forfeit: \$1500 fine and removal from post season play playoffs.

Playoff Forfeit: \$1500 Fine and removal from following season

Failure to post film:

\$250 Late Film:

\$40 per day

Failure to post statistics: \$40 per occurrence

Failure to have minimum number of referees: \$250 fine and/or game forfeit

Appendix A

Teams who compete within the same market and within 50 miles of each other shall comply with the following rules:

GENERAL

- Teams members or their representatives shall not:
 - misrepresent the opposing team to potential or current players, coaches, staff, media, or sponsors.
 - slander the opposing teams' current players, coaches, and/or staff.
 - answer questions regarding other team's programs and policies.

PLAYING FIELDS

- Teams cannot use another team's playing field unless written agreement is established between the teams. The stadium/practice field used for the previous season will be considered a team's primary stadium/practice field for the following season. Any changes should be submitted to the league.
- Teams agree to respect and follow additional stadium rules, if any, as a condition of the rental.

RECRUITING

- Players, coaches, and staff are not allowed to recruit, communicate with, players, coaches, or staff from other teams via text, Facebook, email or phone call.
- Players who wish to play for another team within the same market the following year, must have all borrowed equipment turned in. It is the team's responsibility to have records of equipment being signed out. It is the player's responsibility to have a record of equipment being turned in.
- Coaches who wish to coach for another team in the same market after a season is complete must sit out one full season.
- A Player or Coach cannot move to another team if:
 1. She participated in at least 5 practices with a team, or
 2. After January 31 of current season.

CORRECTIVE ACTIONS

- A \$250 dollar fine will be assessed, per occurrence, for violating any conditions established in this agreement.
- Fines will be assessed for each violation.
- A team who violates this agreement more than 2 times will be removed from the league.
- Any players or coaches involved in the violations will be suspended for 1 game.

Complaints against another team must be submitted in writing with proper documentation proving the alleged violation through the administrative remedies provision.

APPENDIX B
WFA Team and Player Code of Conduct

All players and coaches will agree to the following Code of Ethics/Conduct before they can attend any practices or games organized by the WFA.

1. There will be no fighting between players or any team personnel on the field or anywhere on the premises of the game venue. You will be ejected from the game, removed from the premises, and be suspended from playing in the WFA.
2. Any player leaving her sideline/team zone during a fight/conflict will be suspended from playing in the WFA.
3. Abusive or vulgar language will be kept to a minimum. Any use of profanity will not be tolerated during games, including sidelines. If you are asked by the coaching staff, game officials or management personnel to refrain from vulgar language more than one time in a given game, you will be asked to leave the field.
4. Deliberate dirty play or cheap shots will not be tolerated at all. There is zero tolerance for this type of action. You will be ejected from the game and subject to further suspensions and/or league termination per video review.
5. Physical abuse of any kind to players, coaches, or management is unacceptable. You will be removed from the team immediately and the incident will be reported to the proper authorities.
6. Zero tolerance for any physical violence or threats of physical violence towards the game officials. You will be terminated from the WFA and charges will be filed with local authorities.
7. If you are removed from your team due to disrespectful, unlawful, or violent behavior, you will not play for any WFA team for the remainder of the season. Further suspension will be on a case by case basis.
8. There will be no tolerance for drugs or alcohol on this team. Any player under the influence of drugs or alcohol during practice or a game will be suspended per WFA Drug and Alcohol Policy (Section 13).
9. The WFA bans the use of performance-enhancing drugs. List of illegal substances are listed in the WFA Bylaws. (Section 13.)
10. Unprofessional or unsubstantiated public (social media, television, or radio) negative attacks by a WFA Player, Coach, or Staff member against the WFA, WFA team(s) and/or WFA players are subject to suspension, or disqualification from the league.

You are a role model for thousands of young women who thought playing football was never possible. We have set a high standard in the WFA and want the public and our peers to see that we are making a difference in the community by our actions on and off the field. No matter the outcome, you must maintain good sportsmanship before, during, and after the game. All players will shake hands with the other team after the game.

Name: _____

Signature: _____

Date: _____

APPENDIX C



WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

the _____ member team of the Women's Football Alliance (WFA), a women's football league owned by Football Alliance, Inc. IN CONSIDERATION of being permitted to participate in any way in activities sponsored or run by the _____ team, and/or the WFA, (hereinafter referred to, generically, as the "Activities"), including, but not limited to, full contact football drills, scrimmages and games. I, for myself, my personal representatives, assigns, heirs and next of kin:

1. ACKNOWLEDGE, agree and represent that (i) I understand the nature of full contact football and that I am in good health and in proper physical condition to participate in the Activities (ii) I do not suffer from any condition, illness or disability that would prevent or limit my participation in the Activities; and (iii) I have full coverage health and medical insurance that will cover me should I sustain any injuries while participating in any Activities.

2. FULLY UNDERSTAND that (i) full contact football drills, scrimmages, and games involve risks and dangers of serious bodily injury, including permanent disability, paralysis and death (hereinafter referred to, collectively, as the "Risks"); (ii) that these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activities, the conditions in which the Activities take place, the negligence of the releasees named below; and (iii) there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, costs, and damages I incur as a result of my participation in the Activities.

3. HEREBY RELEASE, DISCHARGE AND COVENANT

NOT TO SUE the team, the WFA, their respective administrators, directors, agents, officers, members, volunteers and employees, and other participants, sponsors, advertisers, and if applicable, owners and lessors or premises on which the Activities take place (each considered one of the releasees herein) from all liability, claims, demands, losses or damages on my account caused or alleged to be caused in whole or in part by the negligence of the releasees or otherwise, including negligent rescue operations; and I further agree that if, despite this Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement, I, or anyone on my behalf, makes a claim against any of the releasees, I will indemnify, save, and hold harmless each of the releasees from any litigation expenses, attorney fees, loss, liability, damage or cost which may occur as the result of such claim.

I have read this agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this Agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

Name (please print) _____

Address: _____

Birthdate: _____ Home _____

Phone: _____

Player Signature: _____ Date Signed: _____

APPENDIX D

SAFE SPORT POLICY

The Women's Football Alliance (WFA) is committed to protecting and improving the development and safety of athletes and participants involved in football.

Misconduct may damage an athlete's psychological well-being. Athletes who have been mistreated experience social embarrassment, emotional turmoil, psychological scars, loss of self-esteem and negative impacts on family, friends and the sport. Misconduct often hurts an athlete's competitive performance and may cause her to stop participating in sports entirely.

Here, we identify six primary types of misconduct:

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

All forms of misconduct are intolerable and in direct conflict with the WFA's ideals.

Training: All Coaches who are coaching for a WFA team must read the policy and take the online Safe Sport training course.

Free Training: <http://safesport.org/take-the-training/>

Defining Misconduct

Overview

In the event that a member of any team, or player observes inappropriate behaviors, suspected physical or sexual abuse, or misconduct, it is the personal responsibility of each Team member and player to immediately report his or her observations pursuant to the administrative remedies policy.

WFA is committed to creating a safe and positive environment for athletes' physical, emotional and social development and to ensuring that it promotes an environment free of misconduct.

WFA recognizes that the process for training and motivating athletes will vary with each coach 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 Policy applies to WFA staff members, Team coaches and staff, as well as to players.

WFA staff members, Team coaches and staff and players shall refrain from all forms of misconduct, which include:

- 1) Sexual misconduct, including child sexual abuse
- 2) Physical misconduct
- 3) Emotional misconduct
- 4) Bullying
- 5) Harassment
- 6) Hazing

SEXUAL MISCONDUCT

- (1) Any touching or non-touching sexual interaction that is (a) nonconsensual or forced, (b) coerced or manipulated, or (c) perpetrated in an aggressive, harassing, exploitative or threatening manner;
- (2) 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; or
- (3) 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:

- (1) sexual assault,
- (2) sexual harassment,
- (3) sexual abuse, or
- (4) 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 Policy include, without limitation:

- (1) **Touching offenses.** Behaviors that include:
 - (a) fondling an athlete's breasts or buttocks
 - (b) exchange of reward in sport (e.g., team placement, scores, feedback) for sexual favors

- (c) genital contact
 - (d) sexual relations or intimacies between persons in a position of trust, authority and/or evaluative and supervisory control over athletes or other sport participants.
- (2) **Non-touching offenses.** Behaviors that include:
- (a) a coach discussing his or her sex life with an athlete
 - (b) a coach asking an athlete about her sex life
 - (c) coach requesting or sending a nude or partial-dress photo to athlete
 - (d) exposing athletes to pornographic material
 - (e) sending athletes sexually explicit or suggestive electronic or written messages or photos (e.g. “sexting”)
 - (f) deliberately exposing an athlete to sexual acts
 - (g) deliberately exposing an athlete to nudity (except institutions where locker rooms and changing areas are shared)
 - (h) sexual harassment; specifically, the sexual solicitation, physical advances, or verbal or nonverbal conduct that is sexual in nature, and
 - a. is unwelcome, offensive or creates a hostile environment, and the offending individual knows or is told this
 - b. is sufficiently severe or intense to be harassing to a reasonable person in the context

PHYSICAL MISCONDUCT

- (1) Contact or non-contact conduct that results in, or reasonably threaten to, cause physical harm to an athlete or other sport participants; or
- (2) 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, hitting, punching, and kicking are well-regulated forms of contact in combat sports, but have no place in swimming.

Examples

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

- (1) **Contact offenses.** Behaviors that include:
 - (a) punching, beating, biting, striking, choking or slapping an athlete;
 - (b) intentionally hitting an athlete with objects or sporting equipment;

- (c) providing alcohol to an athlete under the legal drinking age (under U.S. law);
 - (d) providing illegal drugs or non-prescribed medications to any athlete;
 - (e) 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;
 - (f) prescribing dieting or other weight-control methods (e.g., weigh-ins, caliper tests) without regard for the nutritional well-being and health of athlete.
- (2) **Non-contact offenses.** Behaviors that include:
- (a) isolating an athlete in a confined space (e.g., locking an athlete in a small space);
 - (b) 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);
 - (c) 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.

EMOTIONAL MISCONDUCT

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

Exception

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 policy include, without limitation:

- (1) **Verbal Acts.** A pattern of verbal behaviors that (a) attack an athlete personally (e.g., calling them worthless, fat or disgusting) or (b)

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

(2) **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.

(3) **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.

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

BULLYING

(1) An intentional, persistent and repeated pattern of committing or willfully 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(s), as a condition of membership

(2) Any act or conduct described as bullying under federal or state law

Exceptions

Bullying does not include group or team behaviors that (a) are meant to establish normative team behaviors, or (b) promote team cohesion. For example, bullying does not include verbal admonitions to encourage team members to train harder and to push through a difficult training regimen.

Examples

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

(1) **Physical behaviors.** Behaviors 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.

(2) **Verbal and emotional behaviors.** Behaviors 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 (“cyberbullying”).

HARASSMENT

- (1) 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 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
 - (2) Any act or conduct described as harassment under federal or state law.
- Exceptions: None

Examples

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

- (1) **Physical offenses.** Behaviors 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.
- (2) **Non-physical offenses.** Behaviors 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, or symbols; (c) withholding or reducing playing time to an athlete based on her sexual orientation.

HAZING

- (1) Coercing, requiring, forcing or willfully 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
- (2) Any act or conduct described as hazing under federal or state law.

Exception

Hazing does not include group or team activities that (a) are meant to establish normative team behaviors or (b) promote team cohesion.

Examples

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

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

ridicule;

- (6) beating, paddling or other forms of physical assault, and
- (7) excessive training requirements focused on individuals on a team

WILLFULLY TOLERATING MISCONDUCT

It is a violation of this Safe Sport Policy if a WFA staff member, Team member or player knows of misconduct, but takes no action to intervene on behalf of the player, Team member or WFA staff member(s).

REPORTING

Although these policies are designed to reduce sexual abuse and other misconduct, it can still occur. WFA staff members, Team members and players shall report all suspected violations through the administrative remedies policy.

**ACKNOWLEDGMENT OF RECEIPT AND ACCEPTANCE
WFA'S SEASON RULES OF ARBITRATION, BY-LAWS AND CODE OF
CONDUCT**

This is to acknowledge that I have received, read and understood the WFA's Season Rules of Arbitration, By-Laws and Code of Conduct, and understand that it sets forth the terms and conditions of my participating in the WFA. I understand and agree that it is my responsibility to abide by the rules, policies and standards set forth in the WFA's Season Rules of Arbitration, By-Laws and Code of Conduct set forth herein, and that the WFA's 2018 Season Rules of Arbitration, By-Laws and Code of Conduct supersede all prior By-Laws and Codes of Conduct.

I also acknowledge that the WFA's Season Rules of Arbitration, By-Laws and Code of Conduct contain a Drug and Alcohol Policy and Testing Procedure. I consent to being drug tested as requested by the WFA in accordance with the Drug and Alcohol Policy and Testing Procedures

I further acknowledge and agree to the WFA's administrative remedies provision in the event any dispute and/or claims arise between myself and the WFA. I will further be bound by the WFA's arbitration provision which provides for final and binding arbitration for disputes and claims relating to my participation in the WFA as my exclusive remedy.

NAME:

Date

SIGNATURE: