

RRFC Youth Code of Conduct

A policy of the Raleigh Rugby Football Club, Inc adopted and implemented by the Board of Directors.

Raleigh Rugby Football Club (RRFC), in conjunction with North Carolina Youth Rugby Union (NCYRU) and USA Rugby, is a youth-serving non-profit organization dedicated to providing growth and development opportunities in rugby union football. RRFC adheres to World Rugby's Core Values that inherent in everything we do should be integrity, respect, solidarity, passion and discipline.

Participation in RRFC's programs is subject to the observance of the following rules and procedures. Violations of this code of conduct will be immediately addressed by the RRFC Disciplinary Committee and could result in dismissal from the club, in addition to an official report filed with NCYRU and USA Rugby. The RRFC Board of Directors and the appropriate coaching staff will enforce all sanctions by the RRFC Disciplinary Committee. ANY violations of the Code of Conduct will be immediately referred to RRFC's Board of Directors for review and may result in suspension or dismissal from the club without appeal or refund of any fees paid to date. Upon player registration and payment of dues, RRFC expects all youth teams, parents and players to abide by the following:

Raleigh Rugby Football Club, Youth Playing Member Code of Conduct

1. I am an ambassador of rugby and represent the team I am playing for, Raleigh Rugby Football Club, NCYRU and USA Rugby. As such, I understand that I am expected to demonstrate good and responsible behavior at all times, both on and off the pitch.
2. I will not exhibit impolite or antisocial behavior (dangerous play) of any sort that would adversely affect the image of the game as a serious and disciplined endeavor. This includes dirty play, and verbal and physical abuse of teammates, opposing players, coaches, referees, touch judges, spectators and/or support staff.
3. I will not, before, during or after a match, threaten or address a referee or touch judge in insulting terms or act in a provocative manner towards teammates, opposing players, coaches, referees, touch judges, spectators and/or supporters.
4. I will abide by all rules and regulations applicable to the team imposed by the International Rugby Board, NCYRU, USA Rugby, and the local hosts.
5. I understand that Raleigh Rugby is an all-inclusive club that welcomes diversity, and will not make racist, sexist, homophobic, religious or otherwise bigoted jokes or statements.
6. I understand that obscene or profane language will not be tolerated and will not use foul language towards, taunt, or disrespect teammates, opposing players, coaches, referees, touch judges, spectators and/or supporters.
7. I understand that bullying or harassment of any kind will not be tolerated whether through physical, emotional or digital means in personal or club related communication channels including social media, text messages, etc.
8. I will not be critical of teammates and never discuss teammate's abilities except to encourage good teamwork and thank them for their efforts.
9. I will not be under the influence of, possess or use alcoholic beverages or drugs including but not limited to tobacco, vapes, and/or marijuana on RRFC's property or at any event in which I am representing the club including away matches, trips, activities and tournaments.

10. I will not bring onto RRFC's property dangerous or unauthorized materials such as explosives, firearms, knives, weapons or other similar items.
11. I understand that I am on a team and will be a team player. I will do this by putting my personal goals aside for the betterment of the team.
12. I will participate in every game and every practice except for illness, injury, homework or school events. I am expected to be on time for practices and games. If I must miss a game/practice or arrive late, I will contact the team's head coaches as soon as possible.
13. I will work hard for myself and my team.
14. I will study hard and understand that school takes precedence over any rugby activity.
15. I understand that when I appear in public, at any time, wearing RRFC gear, I am expected to uphold these standards of conduct.
16. I will respect the laws of the game and within the 'spirit of the game'. I will not cheat.

Raleigh Rugby Football Club, Parent/Guardian Code of Conduct

In addition to the above, I agree to the following:

1. I understand that young people are involved in rugby for their enjoyment, not mine. Encourage children to play, do not force them.
2. I will let players and coaches take responsibility for the first goal of winning. I will relentlessly focus on the second, more important, goal of using sports to teach life lessons to my child and other youth. - not sure I like this wording but get the point.
3. Do not place emphasis on winning at all costs.
4. I will use positive encouragement with my children, their teammates and coaches.
5. I will set an example for my child by honoring the game and will encourage him/her to remember to have respect for the laws and rules, opponents, officials, teammates and themselves.
6. Do not publicly question the referee's judgment and never their honesty.
7. Recognize the value and importance of volunteer referees and coaches. They give of their time and resources to provide recreational activities for young people.
8. I will demand that children always play within the laws of the game. Cheating is not allowed.
9. I will set a good example by applauding good play on both sides.
10. I will get my child to practice and games on time and will be on time picking my child up after games and practices.
11. Consumption of tobacco (including vaping) & alcohol is forbidden at all youth rugby events..
12. I will refrain from making negative comments about my child's coach in my child's presence. I understand that this will help to avoid planting negative seeds in my child's head that can negatively influence my child's motivation and overall experience.
13. I understand that Raleigh Rugby is an all-inclusive club that welcomes diversity, and will not make racist, sexist, homophobic, religious or otherwise bigoted jokes or statements.
14. I will take an active role in RRFC activities and volunteer to assist our team and the club.
15. I will not provide alcoholic beverages or drugs including but not limited to tobacco, vapes, and/or marijuana to any youth player on RRFC's property or at any event in which I or my child is representing the club including away matches, trips and tournaments. Distribution of alcohol, tobacco or drugs to any youth player is forbidden.

**** Players and parents may also sign via the electronic player registration form. ****

Name of Player _____

Birth Date of Participant _____ / _____ / _____ Age _____

Signed _____ Date _____

Name of Player's Parent or Guardian _____

Signed _____ Date _____

Player Release and Consent

IN CONSIDERATION OF my child/ward, being allowed to participate in any way in Raleigh Rugby Football Club (hereinafter “RRFC”) related events and activities (hereinafter collectively referred to as the “Activities”), the undersigned acknowledges, appreciates and agrees as follows:

Participants’ Release and Waiver

1. I have independently investigated the risk of injury to myself, spouse and ward/child (hereinafter collectively referred to as “Participants”), from the Activities, including the potential for permanent disability and death, and understand that, while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury is an inherent risk in participation in the Activities;
2. ON BEHALF OF ALL PARTICIPANTS, I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RRFC or others, and assume full responsibility for said risks;
3. I myself, my spouse, my child, and on behalf of my/our heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS USA Rugby, RRFC, North Raleigh Youth Rugby Association, their directors, executive board members, officers, officials, agents, employees, volunteers, other participants, sponsoring agencies, sponsors, advertisers, their designated Local Area Union or Territorial Union Team officials and administrators and if applicable, owners and lessors of premises used to conduct the event (“Releasees”), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property incident to any Participants’ involvement or participation in these programs, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law;
4. I, for myself, my spouse, my child, and on behalf of my/our heirs, assigns, personal representatives and next of kin, AGREE TO INDEMNIFY AND HOLD HARMLESS all the above Releasees from any and all liabilities incident to the Participants’ involvement or participation in these programs, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent permitted by law;
5. I, for myself, my spouse and my child AGREE TO INDEMNIFY AND HOLD HARMLESS all the above Releasees for any and all claims made by any third-party entity or individual against any Releasee based, in whole or in part, upon any intentional or negligent action by a Participant;

6. I, FOR MYSELF, MY SPOUSE, AND CHILD/WARD, HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT WE HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT;

Participants' Medical Condition and Consent to Treat

7. I certify that all Player(s) have been examined within the last year by a physician and have been determined fit to participate in rigorous athletic activities;
8. In the event that any Player requires medical care or a medical examination, and my immediate consent is unavailable, I hereby give any RRFC representatives present my consent to obtain appropriate medical treatment for the Player. I agree to assume full responsibility for the cost of any treatment provided;
9. I understand that RRFC representatives are not trained medical professionals and agree to AGREE TO INDEMNIFY AND HOLD HARMLESS for myself, my spouse, my child, and on behalf of my/our heirs, assigns, personal representatives and next of kin, all the above Releasees from any and all liabilities incident to a) the provision of first aid care by any Releasee, b) the provision of first aid or medical care by third parties and c) any determination by Releasees to seek, or refrain from seeking, medical care for any Player or other Participant.

Release of Photographs and Likenesses of Participants

10. I hereby consent to the use of photographs and videotape taken by Releasees of Participants for publicity, promotional and/or educational purposes (including publications, presentation or broadcast via newspaper, internet or other media sources). I do so with full knowledge and consent and waive all claims for compensation for use or for damages.

Acknowledgement by Participants

11. On behalf of myself and the Participants, we hereby understand, acknowledge and agree that
 - a. RRFC not sponsored by any school or school district and, as such, hosting institutions and their administrators and officials shall not be responsible or liable for any injury or claim that may result from participation in the Activities;

- b. RRFC does not employ salaried coaches or administrators assisting the Team. All RRFC representatives are volunteers;
- c. The conduct of all Participants shall at all times be governed by applicable USA Rugby Code(s) of Conduct ([web address](#));
- d. The conduct of all Participants shall also be governed at all times by written policies of the RRFC (RRFC Policies) to be published and distributed by email and other designated web and social media outlets. RRFC Policies shall include, but shall not be limited to, the RRFC Travel Policy attached hereto as **Addendum A**.
- e. This Release and Consent and/or RRFC Policies may be amended at any time when, at the sole discretion of RRFC officials, an amendment is required to maintain the safety and wellbeing of the RRFC and its Participants;
- f. Amendments and/or additions to this Release and Consent and/or RRFC Policies shall become effective immediately upon publication within designated web and social media outlets. **Participation in RRFC Activities following the publication of any amendment shall constitute an acknowledgement of, and agreement to, any published amendment;**

Promises by Participants

12. On behalf of myself and the Participants, we hereby promise, covenant and warranty that:
- a. If a Participant observes any unusual significant concern in a child's readiness for participation and/or in the program itself, they will remove the child from the participation and bring such attention of the nearest official immediately;
 - b. All Participants intending to play Rugby will undergo a physical to determine that he/she is able and fit to play Rugby;
 - c. All Participants intending to play Rugby will secure and maintain appropriate medical insurance coverage(s) and will complete and sign authorizations and consents for medical treatment;
 - d. All Participants intending to play Rugby will provide RRFC with an executed USA RUGBY PARTICIPATION AGREEMENT AND WAIVER AND RELEASE OF LIABILITY;

- e. When required, (U13 and above), all Participants intending to play Rugby will maintain and use mouthpieces during all practices and games;
- f. Parents, guardians and their designees shall ensure that Players and other Participants abide by all RRFC Policies, Rules and instructions;
- g. Participants shall ensure that a player's participation in Rugby does not interfere with their school performance and/or requirements;
- h. Participants shall ensure that Players maintain a law-abiding personal life in accordance with all applicable laws and regulations;
- i. Participants shall ensure that all Players are appropriately dressed for Rugby practices, warmups and play as directed by RRFC Officials. Current RRFC policy requires that each Player must play in a regulation uniform that consists of a jersey, shorts, socks, and approved shoes; that a Player will wear a prescribed jersey and will provide his/her own shorts and over the calf socks.

Choice of Laws, Construction and Venue

13. The releases, waivers, covenants, consents and acknowledgments contained herein shall be presumed to be enforceable, and any reading causing unenforceability shall yield to a construction permitting enforcement. If any single covenant or clause shall be found unenforceable, it shall be severed, and the remaining covenants and clauses enforced in accordance with the tenor of the Agreement. In the event that any judicial body or Arbitrator(s) should determine not to enforce a covenant as written due to overbreadth, the parties specifically agree that said covenant shall be modified and enforced to the extent reasonable, whether said modifications are in time, territory, or scope of prohibited activities.
14. This Agreement shall be governed by and construed under the laws of the State of North Carolina without regard to its conflict of law rules. The federal and state courts located in North Carolina shall have exclusive jurisdiction to adjudicate any non-arbitrable dispute arising out of this Agreement.
15. No failure or delay by either party in exercising any right, power or privilege will operate as a waiver thereof nor will any single or partial exercise preclude any other or further exercise of any right, power or privilege.
16. The Parties shall exercise their best efforts to resolve by negotiation any and all disputes, controversies or differences between them which may arise in connection with this agreement or any other matter. In the absence of an explicit written agreement to the contrary, any and all disputes between the parties, or any

principal, executive or agent of the parties, whether based in contract, tort, statute or any other basis for legal liability, shall fall both within the scope of the Arbitration provision set forth within **Addendum B**.

The Undersigned acknowledges and covenants that he/she has read, understands, has legal authority to bind all Participants and does hereby agree that all Participants shall be bound to the releases, waivers, covenants, consents and acknowledgments contained herein.

(X) Player _____
Date: _____

(X) Custodial Parent/Legal Guardian _____
Date: _____

(X) Custodial Parent/Legal Guardian _____
Date: _____

Addendum A

RRFC Team Travel Policy Effective July 15, 2019

RRFC has some teams that travel regularly to play in tournaments, has some teams where travel is limited to a few events per season, and some teams where there is no travel other than local travel to and from our own area. We distinguish between travel to training, practice and local tournaments (“local travel”) and team travel involving an overnight stay (“team travel”).

Local Travel

- Local travel occurs when RRFC does not sponsor, coordinate or arrange for travel.
- Players and/or their parents/guardian are responsible for making all arrangements for local travel. The team and its coaches, managers or administrators are not responsible for arranging or coordinating local travel. It is the responsibility of parents/guardians or their designees to ensure the person transporting the minor player maintains the proper safety and legal requirements, including but not limited to a valid driver’s license, automobile liability insurance, a vehicle in safe working order and compliance with applicable state laws.
- Officials, coaches and/or volunteers of RRFC, or one of its teams, who are not also acting as a parent, shall not drive alone with an unrelated minor player.

Team Travel

- Team travel is overnight travel that occurs when RRFC or one of its teams or designees’ sponsors, coordinates or arranges for travel so that the team can compete locally, regionally or nationally.
- Because of the greater distances, coaches, staff, volunteers and chaperones will often travel with the players.
- When possible, RRFC will provide reasonable advance notice before team travel. Travel notice will also include designated team hotels for overnight stays as well as a contact person within the RRFC. This individual will be the point of contact to confirm your intention to travel and to help with travel details.

Coach and Chaperone Team Travel Rules and Responsibilities

- Regardless of gender, a coach shall not share a hotel room or other sleeping arrangements alone with a minor player (unless the coach is the parent, guardian or sibling of the player).
- The coach or his/her designee will establish a curfew by when all players must be in their hotel rooms or in a supervised location. Regular monitoring and curfew checks will be made of each room. RRFC reserves the right to check player's bags at any point in time.
- At no time will only one adult be in a room with a lone minor player, regardless of gender (unless the adult is the parent, guardian or sibling of the player).
- Team personnel shall ask hotels to block adult pay per view channels for player-only rooms.
- Individual meetings between a coach and a player may not occur in hotel sleeping rooms and must be held in public settings or with additional adults present.
- Parents/Guardians who wish to stay in the team hotel are permitted and encouraged to do so.
- RRFC will make every effort to accommodate reasonable parental requests when a child is away from home without a parent. If any special arrangements are necessary for your child, please contact the team personnel who can either make or assist with making those arrangements.
- No coach or chaperone shall at any time be under the influence of drugs or alcohol while performing their coaching and/or chaperoning duties.
- In all cases involving travel, parents have the right to transport their minor player.
- Prior to any travel, coaches will endeavor to make players and parents aware of all expectations and rules. Coaches will also support chaperones and/or participate in the monitoring of the players for adherence to curfew restrictions and other travel rules.

- If disciplinary action against a player is required while the player is traveling without his/her parents, then except where immediate action is necessary, parents will be notified before any action is taken, or immediately after.

Player Team Travel Rules and Responsibilities

- Players are expected to remain with the team at all times during the trip. Players are not to leave the competition venue, the hotel, restaurant or any other place at which the team has gathered without the explicit permission of the coach or chaperone.
- When visiting public places such as restaurants, shopping malls, movie theatres, etc., players will stay in groups of no less than three persons. Athletes 12 and under will be accompanied by an adult chaperone at all times.
- All Players shall display proper respect and sportsmanship toward coaches, officials, administrator, teammates, fellow competitors and the public at all times.
- Players will refrain from any illegal or inappropriate behavior that would detract from a positive image of the team or be detrimental to its performance objectives.
- The possession or use of alcohol or tobacco products (including electronic cigarettes) by any athlete is prohibited at all times.
- The possession, use or sale/distribution of any controlled or illegal substance or any form of weapon is strictly forbidden.
- Team members are reminded that when competing in tournaments, traveling on trips and attending other club-related functions, they are representing both themselves and RRFC. Athlete behavior must positively reflect the high standards RRFC at all times.
- Failure to comply with Player Responsibilities as set forth in this document may result in disciplinary action. Such discipline may include, but may not be limited to:
 - Dismissal from the trip and immediate return home at the Player's expense;
 - Disqualification from future tournaments, either local or traveling;
 - Dismissal from team and/or

- Such other and further penalties as deemed appropriate by RRFC Officials.

Addendum B
Alternative Dispute Resolution Procedures

1. The Parties shall exercise their best efforts to resolve by negotiation any and all disputes, controversies or differences between them. In the absence of an explicit written agreement to the contrary, any and all disputes between the parties, or any principal, executive, affiliate or agent of the parties, whether based in contract, tort, statute or any other basis for legal liability, shall fall both within the scope of the arbitration provision herein and within the jurisdiction of the Arbitration authority.
2. Any and all such disputes, controversies or differences that are not settled by negotiation shall be submitted to the American Arbitration Association in Charlotte, North Carolina and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitral award shall be final and binding upon both parties.
3. In the absence of an explicit written agreement to the contrary, the parties agree that all proceedings, testimony, evidence produced and information shared within the context of the arbitration proceeding shall be deemed confidential. Neither party shall disclose, nor allow another party to disclose, any such confidential information to a third party.
4. In the absence of an explicit written agreement to the contrary, the Claimant shall, in the first instance, remit all fees for compensation of the American Arbitration Association and any appointed arbitrator(s). Upon rendering its final determination, the appointed arbitrator may require a Respondent to reimburse, in whole or in part, any such fees paid by the Claimant.
5. The arbitrator shall not award attorney's fees or exemplary damages. Notwithstanding the forgoing, the Arbitrator shall award attorney's fees and costs against a party found to have brought any claim (or counterclaim) that is found to be frivolous or wholly without merit. The arbitrator shall also award attorney's fees, costs and actual damages incurred by a party required to answer or litigate a claim within an alternate court or tribunal where it is ultimately determined that such claim(s) come within this scope of this arbitration agreement.
6. Nothing within this agreement shall be deemed to bar a party from seeking injunctive relief before a tribunal of competent jurisdiction, if necessary, to prevent or mitigate irreparable damages to the applying party.
7. If, and only if, the American Arbitration Association is unable or unwilling to preside over all or part of any dispute, the following procedure shall be implemented in the selection of an arbitrator: The entirety of the dispute(s) shall subject to and governed by the Federal Arbitration Act, 9 U.S.C. section 1 et seq. (the "F.A.A."). In accordance with Section 3 of the F.A.A., the Qualified Arbitrator (as defined herein) must interpret, apply and enforce this Arbitration Policy as written.

- a. Unless the parties agree otherwise, the "Qualified Arbitrator" must be a retired state or federal judge (excluding retired administrative law judges and hearing officers) from the state jurisdiction or federal judicial district in which the Covered Dispute(s) arose or will be arbitrated.
- b. The parties to any arbitration as described in this Arbitration Policy will select and appoint a Qualified Arbitrator by mutual agreement. If the parties do not mutually agree on the selection and appointment of a Qualified Arbitrator, the following selection method will be used to select and appoint a Qualified Arbitrator: (a) Each party to the arbitration proceeding will propose a list of three Qualified Arbitrators that they want appointed to hear and decide the Covered Dispute(s); and (b) The parties will alternate in striking one name from any other party's list of proposed Qualified Arbitrators, with the first strike to be made by a party who has not demanded arbitration pursuant to this Arbitration Policy, followed by a continuing rotation of alternating adverse parties until there is only one proposed Qualified Arbitrator that has not been stricken, who will be deemed to be the parties' selected and appointed Qualified Arbitrator to hear and decide the Covered Dispute(s) that are the subject of the arbitration proceedings.