

## TERMS AND CONDITIONS: SHORT DESCRIPTION

This section is NOT the legal document and is meant to explain what Terms and Conditions are. The full wording (Terms and Conditions – Full Wording) is below.

Special Olympics Terms and Conditions are made up of four things:

1. The Waiver says that you can get hurt playing sports. If the playing conditions are safe, it is not Special Olympics' fault if you get hurt.
2. The Media Release says you agree to let Special Olympics use pictures and videos of you to help tell the story of what Special Olympics does.
3. The Privacy Policy says that Special Olympics will keep your personal information safe.
4. The Code of Conduct explains the rules about how to act when you are at Special Olympics.

If you need help to understand please contact a person at Special Olympics to help.

## TERMS AND CONDITIONS: FULL WORDING

### PARTICIPATION WAIVER, PRIVACY POLICY, AND CODE OF CONDUCT

These Terms and Conditions are the agreement between you and Special Olympics which are applicable when you participate in Special Olympics programs and activities as an athlete or volunteer.

In this document, “Special Olympics” refers to Special Olympics Canada, to the provincial and territorial chapters of Special Olympics in Canada, to Special Olympics International, and to all the agents, employees, and volunteers of each of these organizations.

In this document, “athlete/volunteer” refers to the person being registered or enrolled in Special Olympics.

If you have any questions about what any of the Terms and Conditions mean, please ask the staff at the registration desk (for in-person registration) or contact your chapter (for online registration).

[Alberta](#)

[British Columbia](#)

[Manitoba](#)

[New Brunswick](#)

[Newfoundland & Labrador](#)

[Northwest Territories](#)

[Nova Scotia](#)

[Ontario](#)

[Prince Edward Island](#)

[Quebec](#)

[Saskatchewan](#)

[Yukon](#)

Special Olympics follows all public health guidelines relating to diseases. This means that all participants in Special Olympics events will be required to comply with all the rules relating to communicable diseases which could include: limitations as to participation in our events, medical tests, disclosure of health related information and proof of vaccination.

## **SECTION A – PARTICIPATION WAIVER**

### **PART 1: HEALTH AND SAFETY**

#### **Terms and conditions for ALL athletes and volunteers**

- (1) I understand that Special Olympics activities involve health and safety risks, and that Special Olympics, its coaches, volunteers, venues, staff, and agents cannot reasonably remove these risks. I agree to accept all risks associated with being present at or participating in Special Olympics activities. This includes possible exposure to a communicable disease. I also state and understand that Special Olympics relies on my statement that the athlete/volunteer is (1) physically and mentally fit to participate in all activities in which they are registered and (2) does not knowingly have any communicable disease.
- (2) I agree that the athlete/volunteer is required to follow the Special Olympics Code of Conduct at all times. I agree that Special Olympics has the ongoing right to revise the Code of Conduct, and that the athlete/volunteer is bound by the most up-to-date version of the Code. I also understand that the Code of Conduct applies everywhere that Special Olympics programs and activities are taking place, including where an athlete/volunteer is a spectator and when travelling to and from events.
- (3) As part of the registration/enrollment process, you are required to confirm if the athlete/volunteer has:
  - (a) ever been convicted of any criminal offence (including as a youth under the Youth Criminal Justice Act);
  - (b) ever been convicted of any offence under the laws of another country that would be a criminal offence in Canada;\*
  - (c) ever been charged with a criminal offence (unless those charges ended with acquittal or an absolute discharge)?\*

**[\*IMPORTANT: If you answered yes to any of the statement, please contact your chapter to discuss the individual situation after you sign this form. An individual's participation will depend on the specific terms of the case.]**

- (4) I agree that I will inform Special Olympics right away if the athlete/volunteer waiver is charged with any criminal offence, and that Special Olympics may request a criminal background check of the athlete/volunteer at any time. I also agree and that if the athlete/volunteer has a criminal record or pending criminal charges against them, Special Olympics may suspend or remove them from participation, whether or not the charges are in any way connected with Special Olympics.

- (5) I agree that Special Olympics may accept or not accept the registration of new athletes and volunteers for any reason. I also agree that Special Olympics may suspend or remove anyone registered in Special Olympics activities or programs for any reason. This includes any conduct that, in the opinion of Special Olympics, poses a risk to the comfort or safety of the person themselves or for others. I further agree that Special Olympics has the right to remove anyone (including parents and spectators) from Special Olympics venues for any of the following reasons:
- (a) In the opinion of Special Olympics, the person has breached the Code of Conduct.
  - (b) The health or safety of the person or other participants is at risk.
  - (c) The person has failed to follow the principles of fair play and respect for all athletes, coaches, and volunteers.
- (6) I authorize Special Olympics to arrange for medical and hospital treatment and to take any action advised by a licensed medical professional for the emergency care and treatment of the athlete/volunteer if the emergency contact person designated in the person's application is unable to provide consent in a timely manner.
- (7) By accepting these Terms and Conditions, either for myself as an athlete or volunteer, or as the parent or legal guardian on behalf of an athlete or volunteer, I agree:
- (a) That I release Special Olympics from all legal liability associated with attending or participating in all Special Olympics activities to the maximum extent allowed by law. This release extends to the agents, staff, directors and officers, coaches, athletes, sponsors host, venues and other participants of Special Olympics (called the "Special Olympics Parties").
  - (b) That this release is made for the athlete or volunteer, and all their heirs, dependants, and estates (called the "Participant").
  - (c) That I give up the right of the Participant to make any claim of any description against the Special Olympics Parties including any claim for damages of any kind associated with the athlete/volunteer participating in Special Olympics activities.
- (8) I confirm that I understand and accept full responsibility for the risks and dangers that are inherent in participating in Special Olympic events. These include, but are not limited to, the potential of the following:
- (a) Bodily injury or illness (including contracting a disease).
  - (b) Exposure to or infection with a communicable disease by being close to or in contact with individuals, surfaces, equipment, fixtures, or other objects that may be infected.

I agree that I give up the right of the Participant, to the maximum extent permitted by law, to make any claim against the Special Olympics Parties relating to any illness or injury. I also agree that the Special Olympics Parties will have no liability relating to any illness or injury suffered by the Participant.

### **Additional terms and conditions for volunteers concerning privacy policy**

- (9) I acknowledge that I, as a volunteer, may have access to the confidential personal information of others while carrying out volunteer duties. I agree to follow the Privacy Policy of Special Olympics available on my chapter's website at all times when handling

personal information. I agree that breaching the Privacy Policy is grounds for my immediate removal as a volunteer.

## **PART 2: PROMOTIONAL MEDIA OPT IN OR OUT**

### **What is promotional media?**

Special Olympics creates promotional media, which includes getting photographs, videos, interviews, and images of program and event participants. Special Olympics shares these images and stories with the public to help the public learn more about the Special Olympics movement, to gain support from sponsors and others, and to help them grow the Special Olympics movement and to keep it thriving.

### **Do I have the option to opt in or out of promotional media?**

Yes, participants have the option to decide whether they want to be included in promotional media or not.

If you choose to **opt in**, you are giving permission to Special Olympics to include you in promotional media as they see fit. This includes using your picture, words or voice (or those of the person for whom you are signing as parent or guardian).

If you choose to **opt out**, you (or the athlete or volunteer for whom you are signing as parent or guardian) may still participate in Special Olympics. Special Olympics promises to make every effort to ensure that you, or the athlete/volunteer for whom you are signing, are not included in promotional media. **NOTE:** Special Olympics may not be able to prevent other media and people from making and using images of athletes or volunteers at our events.

## **SECTION B - Consent to Use of Personal Information and Privacy Policy Confirmation**

### **1. Personal Information Used to Manage your Participation**

#### **a. ATHLETES AND PARENTS/GUARDIANS OF MINOR ATHLETES**

You acknowledge and agree on your own behalf and/or on behalf of the Athlete listed below that your Provincial or Territorial Chapter may collect, use and/or disclose the personal information you have provided to your Chapter concerning yourself and the Athlete for the following purposes:

- (1) To establish your identity as parent/guardian (if applicable) and the identity of the Athlete;
- (2) To establish Athlete's eligibility to participate in Special Olympics activities, including but not limited to Regional, National or World Games;
- (3) To communicate with you and manage and administer the Athlete's participation in Special Olympics activities;

- (4) To enable effective handling of medical emergencies, including the transmission of medical information to treating medical practitioners and for purposes of alerting emergency contact person identified on the application form;
- (5) Where Athlete's participation involves interaction with other chapters of Special Olympics in Canada or internationally, to share the same information with those chapters for the same purposes as listed above.
- (6) To collate non-identifying information, together with other Special Olympics chapters in Canada, to engage in statistical analysis, study trends, develop new programming and enhance our current offerings.

## **b. VOLUNTEERS AND PARENTS/GUARDIANS OF VOLUNTEERS**

You acknowledge and agree that **your Provincial or Territorial Chapter** may collect, use and/or disclose the personal information you have provided to **your Chapter** concerning yourself and the Volunteer for the following purposes:

- (1) To establish the identity of the Volunteer;
- (2) To conduct reference and background checks to confirm skills and experience and fitness of the Volunteer to participate in Special Olympics activities;
- (3) To manage and administer Volunteer's participation in Special Olympics activities;
- (4) To enable effective handling of medical emergencies involving Volunteer, including the transmission of medical information to treating medical practitioners and for purposes of alerting emergency contact person identified on the application form.
- (5) Where Volunteer's participation involves interaction with other chapters of Special Olympics in Canada or internationally, to share the same information with those chapters for the same purposes as listed above.

## **PRIVACY POLICY**

The personal information we collect from you is handled by all **Provincial or Territorial Chapter** staff, agents, and volunteers and by other Special Olympics chapters in Canada as applicable in accordance with their local privacy policy, a copy of which you can review at:

**Alberta** [View Policy](#)

**British Columbia** [View Policy](#)

**Manitoba** [View Policy](#)

**New Brunswick** [View Policy](#)

**Newfoundland & Labrador** [View Policy](#)

**Northwest Territories** [View Policy](#)

**Nova Scotia** [View Policy](#)

**Ontario** [View Policy](#)

Prince Edward Island [View Policy](#)

Québec [View Policy](#)

Saskatchewan [View Policy](#)

Yukon [View Policy](#)

Our privacy policies are periodically reviewed and revised to ensure that we handle your information appropriately and in accordance with best practices.

**If you have any questions concerning the privacy policy of your Provincial or Territorial Chapter, please contact the name listed within the Privacy Policy referenced above.**

## AMENDING OR WITHDRAWING YOUR CONSENT

You may withdraw or revise your consent to the use of your personal information or submit a request to access the information maintained by your Provincial or Territorial Chapter. Details of how to withdraw consent and contact information for each Chapter's Privacy Officer is included in their Privacy Policy which you can access via the above links.

## SECTION C – CODE OF CONDUCT

<b>SPECIAL OLYMPICS CANADA AND CHAPTERS CODE OF CONDUCT AND ETHICS</b>	
<b><i>This Policy has been prepared by Special Olympics Canada and is a Pan-Canadian Policy applicable to Special Olympics Canada and its Chapters. This document cannot be modified by a Chapter without consultation and approval from Special Olympics Canada.</i></b>	
<b>EFFECTIVE DATE:</b> DECEMBER 6, 2017	<b>LAST REVISED:</b> SEPT 1, 2020

Special Olympics Canada and its Chapters recognize the recent development of the Universal Code of Conduct to Prevent and Address Maltreatment in Sport (UCCMS). Since the UCCMS may continue to evolve in the foreseeable future, this *Code of Conduct and Ethics* incorporates the key elements of the current version of the UCCMS.

### Definitions

1. The following terms have these meanings in this Code:
  - a) *"Abuse"* – see the definition of "Maltreatment" below.
  - b) *"Chapter"* – means the Provincial or Territorial Special Olympics organization recognized by Special Olympics Canada as a provincial or territorial governing body of Special Olympics.
  - c) *"Organization"* – Special Olympics Canada or the Chapter of jurisdiction
  - d) *"Discrimination"* – Differential treatment of an individual based on one or more prohibited grounds which include race, citizenship, national or ethnic origin, colour, religion, age, sex, sexual orientation, gender identity or expression, marital status, family status, genetic characteristics, or disability.
  - e) *"Harassment"* – A course of vexatious comments or conduct against an Individual or group, which is known or ought to reasonably be known to be unwelcome. Types of behaviour that constitute Harassment include, but are not limited to:

- i. Written or verbal abuse, threats, or outbursts;
  - ii. Persistent unwelcome remarks, jokes, comments, innuendo, or taunts;
  - iii. Racial harassment, which includes racial slurs, jokes, name calling, or insulting behaviour or terminology that reinforces stereotypes or discounts abilities because of racial or ethnic origin;
  - iv. Leering or other suggestive or obscene gestures;
  - v. Condescending or patronizing behaviour which is intended to undermine self-esteem, diminish performance or adversely affect working conditions;
  - vi. Practical jokes which endanger a person's safety, or may negatively affect performance;
  - vii. Hazing, which is any form of conduct which exhibits any potentially humiliating, degrading, abusive, or dangerous activity expected of a junior-ranking individual by a more senior individual, which does not contribute to either individual's positive development, but is required to be accepted as part of a team or group, regardless of the junior-ranking individual's willingness to participate. This includes, but is not limited to, any activity, no matter how traditional or seemingly benign, that sets apart or alienates any teammate or group member based on class, number of years on the team or with the group, or ability;
  - viii. Unwanted physical contact including, but not limited to, touching, petting, pinching, or kissing;
  - ix. Deliberately excluding or socially isolating a person from a group or team;
  - x. Persistent sexual flirtations, advances, requests, or invitations;
  - xi. Physical or sexual assault;
  - xii. Behaviours such as those described above that are not directed towards a specific person or group but have the same effect of creating a negative or hostile environment; and
  - xiii. Retaliation or threats of retaliation against a person who reports harassment.
- f) *"Individuals"* – means all categories of individual membership defined in the Bylaws of Special Olympics Canada or a Chapter, as well as all individuals employed by, or engaged in activities with, Special Olympics Canada or a Chapter including, but not limited to, employees, contractors, athletes, coaches, mission staff, chefs de mission, officials, volunteers, managers, administrators, committee members, parents or guardians, and directors and officers.
- g) *"Maltreatment"* – A volitional act by an Individual that results in harm or the potential for physical or psychological harm to another Individual, and includes any of the following behaviours or conduct:
- i. Psychological Maltreatment: any pattern or single serious incident of deliberate conduct that has the potential to be harmful to the psychological well-being of an Individual. Psychological Maltreatment is determined by the objective behaviour, and not whether harm is intended or results from the behaviour. It includes:
    - a. Verbal Acts: verbally assaulting or attacking an Individual, including but not limited to unwarranted personal criticisms; body shaming; derogatory comments related to an Individual's identity (e.g., race, gender identity or expression, ethnicity, Indigenous status, or ability/disability); comments that are demeaning, humiliating, belittling, intimidating, insulting or threatening; the use of rumours or false

- statements about an Individual to diminish their reputation; using confidential sport and non-sport information inappropriately. Verbal Maltreatment may also occur in online forms.
- b. Non-assaultive Physical Acts (no physical contact): physically aggressive behaviours, including but not limited to throwing objects at or in the presence of others without striking another; hitting, striking or punching objects in the presence of others.
  - c. Acts that Deny Attention or Support: acts of commission that deny attention, lack of support or isolation including but not limited to ignoring psychological needs or socially isolating an Individual repeatedly or for an extended period of time; abandonment of an Athlete as punishment for poor performance; arbitrarily or unreasonably denying feedback, training opportunities, support or attention for extended periods of time and/or asking others to do the same.
- ii. Physical Maltreatment: any pattern or single serious incident of deliberate conduct that has the potential to be harmful to the physical well-being of an Individual. Physical Maltreatment is determined by the objective behaviour, and not whether harm is intended or results from the behaviour. It includes, without limitation:
- a. Contact behaviours: including but not limited to deliberately punching, kicking, beating, biting, striking, strangling or slapping another; deliberately hitting another with objects.
  - b. Non-contact behaviours: including but not limited to isolating an Individual in a confined space; forcing an Individual to assume a painful stance or position for no athletic purpose (e.g., requiring an athlete to kneel on a hard surface); the use of exercise for the purposes of punishment; withholding, recommending against, or denying adequate hydration, nutrition, medical attention or sleep; denying access to a toilet; providing alcohol to an Individual under the legal drinking age; providing illegal drugs or non-prescribed medications to an Individual; encouraging or knowingly permitting an Athlete to return to play prematurely following any injury or after a concussion and without the clearance of a medical professional; encouraging an athlete to perform a skill for which they are known to not be developmentally ready.
- iii. Sexual Maltreatment, including, but not limited to, any act targeting an Individual's sexuality, gender identity or expression, that is committed, threatened or attempted against that person, and includes but is not limited to the Criminal Code offences of sexual assault, sexual exploitation, sexual interference, invitation to sexual touching, indecent exposure, voyeurism and non-consensual distribution of sexual/intimate images. Sexual Maltreatment also includes sexual harassment and stalking, cyber harassment, and cyber stalking of a sexual nature. Examples of Sexual Maltreatment include, but are not limited to:
- a. Any penetration of any part of a person's body, however slight, with any object or body part by a person upon another person, including but not limited to:
    - 1. vaginal penetration by a penis, object, tongue, or finger; and
    - 2. anal penetration by a penis, object, tongue, or finger.



- b. Any intentional touching of a sexual nature of any part of a person's body, however slight, with any object or body part by a person upon another person, including but not limited to:
  1. kissing;
  2. intentional touching of the breasts, buttocks, groin or genitals, whether clothed or unclothed, or intentionally touching of another with any of these body parts;
  3. any contact, no matter how slight, between the mouth of one person and the genitalia of another person;
  4. making a person touch themselves or someone else with or on any of the body parts listed in 2); and
  5. any intentional touching in a sexualized manner.
- iv. Neglect: any pattern or a single serious incident of lack of reasonable care, inattention to an Individual's needs, nurturing or well-being, or omissions in care. Neglect is determined by the objective behaviour but the behaviour must be evaluated with consideration given to the Individual's needs and requirements, not whether harm is intended or results from the behaviour. Neglect, or acts of omission, include without limitation, not providing an athlete recovery time and/or treatment for a sport injury; not being aware of and not considering an Individual's physical or intellectual disability; not considering supervision of an athlete during travel, training or competition; not considering the welfare of the athlete when prescribing dieting or other weight control methods; disregarding the use of prohibited substances by an Athlete; failure to ensure safety of equipment or environment; allowing an Athlete to disregard sport rules, regulations, and standards, or subjecting Individuals to the risk of Maltreatment.
- v. Grooming: includes, without limitation, deliberate conduct by an Individual to sexualize a relationship with a Minor, and which includes making inappropriate behaviour seem normal and gradually engaging in 'boundary violations' which have been professionally-identified to Canadian standards (e.g., a degrading remark, a sexual joke, sexualized physical contact; adult participants sharing rooms with a Minor who is not an immediate family member; providing a massage or other purported therapeutic interventions with no specific training or expertise; private social media and text communications; sharing personal photographs; shared use of locker rooms; private meetings; private travel, and providing gifts).
- vi. Interference with or manipulation of process:
  - a. An adult Individual violates the *Code of Conduct and Ethics* by directly or indirectly interfering with a process instituted pursuant to this Code or any other policy by:
    - a. falsifying, distorting, or misrepresenting information, the resolution process, or an outcome;
    - b. destroying or concealing information;
    - c. attempting to discourage an Individual's proper participation in or use of the Organization's or a Chapter's processes;
    - d. harassing or intimidating (verbally or physically) any person involved in the Organization's or a Chapter's processes before, during, and/or following any proceedings;
    - e. publicly disclosing an Individual's identifying information, without the Individual's agreement;

- f. failing to comply with any temporary or provisional measure or any final sanction;
  - g. distributing or otherwise publicizing materials an Individual gains access to during any investigation or hearing, except as required by law or as expressly permitted; or
  - h. influencing or attempting to influence another Individual to interfere with or manipulate the process.
- vii. Retaliation: An Individual shall not take an adverse action against any other Individual for making a good faith report of possible Maltreatment or for participating in any process found in a policy. Retaliation includes threatening, intimidating, harassing, coercing or any other conduct that would discourage a reasonable person from engaging or participating in Special Olympics Canada's or a Chapter's processes. Retaliation after the conclusion of investigation and sanction processes is also prohibited. Retaliation may be present even where there is a finding that no Maltreatment occurred. Retaliation does not include good-faith actions lawfully pursued in response to a report of possible Maltreatment.
- viii. Aiding and Abetting:
  - a. Any act taken with the purpose of facilitating, promoting, or encouraging the commission of Maltreatment by a participant. Aiding and Abetting also includes, without limitation, knowingly:
    - a. allowing any person who has been suspended or is otherwise ineligible to be in any way associated with sport or to coach or instruct Individuals;
    - b. providing any coaching-related advice or service to an Athlete who has been suspended or is otherwise ineligible; and
    - c. allowing any Individual to violate the terms of their suspension or any other sanctions imposed.
- ix. Failure by an adult Individual to report actual or suspected Maltreatment of a Minor: This obligation is ongoing and is not satisfied by making an initial report; instead, this obligation includes reporting to Special Olympics Canada or a Chapter, on a timely basis, all relevant information that the adult participant is or becomes aware of, and requires making a direct report to Special Olympics Canada or a Chapter. Any report shall include the personally identifying information of the potential Minor complainant (to the extent known), and any such information learned at a later date.
- x. Failure to report inappropriate conduct: Any Individual who suspects or becomes aware of another Individual's inappropriate conduct, even if it is not defined as Maltreatment, has a duty to report such inappropriate conduct to Special Olympics Canada or a Chapter. Individuals in positions of trust and authority who become aware of another Individual's inappropriate conduct have a responsibility for reporting the concern within their organization's policies and procedures.
- xi. Intentionally filing a false allegation of maltreatment: An allegation is false if the events or conduct reported did not occur and the Individual making the report knows that the events or conduct did not occur. An individual shall not be considered to have filed a false allegation in cases where the allegation cannot be substantiated by supporting evidence but was nevertheless filed in good faith.

- h) *“Minor”* – Any Individual who is under the age of majority at the time in the jurisdiction where the alleged Maltreatment has occurred. Adults are responsible for knowing the age of a minor. For the purpose of protection in each Canadian province and territory, the age of a minor is defined as follows:
- i. 16 years old: Newfoundland and Labrador; Saskatchewan; Northwest Territories; Nunavut
  - ii. 18 years old: Prince Edward Island; Quebec; Ontario; Manitoba; Alberta
  - iii. 19 years old: Nova Scotia; New Brunswick; British Columbia; Yukon.
- i) *“Person in Authority”* – Any Individual who holds a position of authority within Special Olympics Canada or a Chapter including, but not limited to, coaches, instructors, officials, managers, support personnel, chaperones, committee members, volunteers, parents/guardians and Directors and Officers
- j) *“Workplace”* - Any place where business or work-related activities are conducted. Workplaces include but are not limited to, Special Olympics Canada or Chapter offices, home offices, work-related social functions, work assignments outside the offices, work-related travel, the training and competition environment, and work-related conferences or training sessions
- k) *“Workplace Harassment”* – Vexatious comment or conduct against a worker in a Workplace that is known or ought reasonably to be known to be unwelcome. Workplace Harassment should not be confused with legitimate, reasonable management actions that are part of the normal work/training function, including measures to correct performance deficiencies, such as placing someone on a performance improvement plan, or imposing discipline for workplace infractions. Types of behaviour that constitute Workplace Harassment include, but are not limited to:
- i. Bullying;
  - ii. Workplace pranks, vandalism, bullying or hazing;
  - iii. Repeated offensive or intimidating phone calls, emails, texts or other social media;
  - iv. Inappropriate sexual touching, advances, suggestions or requests;
  - v. Displaying or circulating offensive pictures, photographs or materials in printed or electronic form;
  - vi. Psychological abuse;
  - vii. Excluding or ignoring someone, including persistent exclusion of a person from work-related social gatherings;
  - viii. Deliberately withholding information that would enable a person to do his or her job, perform or train;
  - ix. Sabotaging someone else’s work or performance;
  - x. Spreading malicious rumours;
  - xi. Intimidating words or conduct (offensive jokes or innuendos); and
  - xii. Words or actions which are known or should reasonably be known to be offensive, embarrassing, humiliating, or demeaning.
- l) *“Workplace Violence”* – the use of or threat of physical force by a person against a worker in a Workplace that causes or could cause physical injury to the worker; an attempt to exercise physical force against a worker in a Workplace that could cause physical injury to the worker; or a statement or behaviour that it is reasonable for a worker to interpret as a threat to exercise physical force against the worker in a Workplace that could cause physical injury to the worker. Types of behaviour that constitute Workplace Violence include, but are not limited to:
- i. Verbal or written threats to attack;

- ii. Sending to or leaving threatening notes or emails;
- iii. Physically threatening behaviour such as shaking a fist at someone, finger pointing, destroying property, or throwing objects;
- iv. Wielding a weapon in a Workplace;
- v. Hitting, pinching or unwanted touching which is not accidental;
- vi. Dangerous or threatening horseplay;
- vii. Physical restraint or confinement;
- viii. Blatant or intentional disregard for the safety or wellbeing of others;
- ix. Blocking normal movement or physical interference, with or without the use of equipment;
- x. Sexual violence; and
- xi. Any attempt to engage in the type of conduct outlined above.

### **Purpose**

2. The purpose of this Code is to ensure a safe and positive environment within Special Olympics Canada and its Chapters' workplaces, programs, activities, and events by making Individuals aware that there is an expectation, at all times, of appropriate behaviour. Special Olympics Canada and its Chapters support equal opportunity, prohibit discriminatory practices, and are committed to providing an environment in which all individuals are treated with respect and fairness.

### **Application of this Code**

3. This Code applies to Individuals' conduct during Special Olympics Canada or its Chapter's workplaces, business, activities, and events including, but not limited to, competitions, tournaments, practices, tryouts, training camps, travel associated with Special Olympics Canada or Chapter activities, fundraising events, all meetings of Special Olympics Canada or a Chapter, and any other Special Olympics Canada or Chapter meetings.
4. This Code also applies to Individuals' conduct outside of Special Olympics Canada or Chapter business, activities, and events when such conduct adversely affects relationships within Special Olympics Canada or its Chapter(s) (and its work and sport environment) and is detrimental to the image and reputation of Special Olympics Canada or the Chapter. Such applicability will be determined by Special Olympics Canada or the Chapter, as applicable, at its sole discretion.
5. This Code applies to Individuals active in sport or who have retired from sport where any claim regarding a potential breach of this Code occurred when the Individual was active in sport.
6. In addition, breaches of this Code may occur when the Individuals involved interacted due to their mutual involvement in sport or, if the breach occurred outside of the sport environment, if the breach has a serious and detrimental impact on the Individual(s).

### **Enforcement**

7. An Individual who violates this Code in any context may be subject to sanctions pursuant to the *Discipline and Complaints Policy*. In addition to facing possible sanctions pursuant to the *Discipline and Complaints Policy*, an Individual who violates this Code during a competition may be ejected from the competition or the playing area, and the Individual may be subject to sanctions pursuant to that competition's policies. An employee in

breach of this Code are subject to Special Olympics Canada or the Chapter of jurisdictions Human Resource Policies and Procedures.

## Responsibilities

8. Individuals have a responsibility to:

- a) Maintain and enhance the dignity and self-esteem of Individuals and other persons by:
  - i. Focusing comments, criticism or disciplinary actions appropriately
  - ii. Demonstrating the spirit of sportsmanship, sport leadership, and ethical conduct
  - iii. Acting, when appropriate, to correct or prevent practices that are unjustly discriminatory
  - iv. Treating individuals fairly and reasonably
  - v. Adhering to Special Olympics Canada and Chapter rules and policies and the spirit of those rules and policies.
- b) Refrain from any behaviour that constitutes Harassment, Workplace Harassment, Sexual Harassment, Workplace Violence, Discrimination, or any form of Maltreatment.
- c) Abstain from the non-medical use of drugs.
- d) Refrain from associating with any person for the purpose of coaching, training, competition, instruction, administration, management, athletic development, or supervision of the sport, who has incurred an anti-doping rule violation and is serving a sanction involving a period of ineligibility imposed pursuant to the Canadian Anti-Doping Program and/or the World Anti-Doping Code and recognized by the Canadian Centre for Ethics in Sport (CCES).
- e) Refrain from the use of power or authority in an attempt to coerce another person to engage in inappropriate or unwanted activities.
- f) Refrain from consuming tobacco products, cannabis, or recreational drugs while participating in Special Olympics programs, activities, competitions, or events.
- g) In the case of minors, not consume alcohol, tobacco, or cannabis at while participating in Special Olympics programs, activities, competitions, or events.
- h) In the case of adults, not consume cannabis in the Workplace or in any situation associated with Special Olympics events (subject to any requirements for accommodation), not consume alcohol during competitions and in situations where minors are present, and take reasonable steps to manage the responsible consumption of alcohol in adult-oriented social situations associated with the Special Olympics events.
- i) Respect the property of others and not wilfully cause damage.
- j) Promote the sport in the most constructive and positive manner possible.
- k) When driving a vehicle with an Individual:
  - i. Not have his or her license suspended;
  - ii. Not be under the influence of alcohol, cannabis, or illegal drugs or substances; and
  - iii. Have valid car insurance.
- l) Adhere to all applicable federal, provincial, municipal and host country laws.
- m) Refrain from engaging in deliberate cheating which is intended to manipulate the outcome of a competition and/or not offer or receive any bribe which is intended to manipulate the outcome of a competition.
- n) Comply, at all times, with the applicable bylaws, policies, procedures, and rules and regulations of Special Olympics Canada and the applicable Chapter, as adopted and amended from time to time.

- o) Report to Special Olympics Canada or a Chapter any ongoing criminal investigation, conviction, or existing bail conditions involving yourself, including, but not limited to, those for violence, child pornography, or possession, use, or sale of any illegal substance.

### **Volunteers**

9. In addition to section 8 (above) volunteers have additional responsibilities. Volunteers are a critical part of the organization and the organization's success is directly related to volunteers carrying out their assigned responsibilities. Volunteers will:

- a) Act with honesty and integrity while carrying out any assigned responsibilities;
- b) Comply with both the letter and the spirit of any training or orientation provided by Special Olympics Canada and its Chapters;
- c) Take responsibility for actions and decisions. Follow reporting lines to facilitate the effective resolution of problems;
- d) Prudently manage and allocate assets and resources, both financial and material;
- e) Abide by applicable conflict of interest and confidentiality policies;
- f) Use inoffensive language; and
- g) Dress professionally, neatly, and inoffensively.

10. Volunteers will **not**:

- a) Exceed the authority of assigned position;
- b) Encourage athletes to consume illegal drugs, alcohol, cannabis, recreational drugs or performance-enhancing drugs; or
- c) Engage in a sexual or intimate relationship with an athlete.

### **Coaches**

11. In addition to section 8 (above), coaches have many additional responsibilities. The coach-athlete relationship is a privileged one and plays a critical role in the personal, sport, and athletic development of the athlete. Coaches must understand and respect the inherent power imbalance that exists in this relationship and must be extremely careful not to abuse it, consciously or unconsciously. Coaches will:

- a) Ensure a safe environment by selecting activities and establishing controls that are suitable for the age, experience, ability, and fitness level of the involved athletes;
- b) Prepare athletes systematically and progressively, using appropriate time frames and monitoring physical and psychological adjustments while refraining from using training methods or techniques that may harm athletes;
- c) Avoid compromising the present and future health of athletes by communicating and cooperating with medical professionals in the diagnosis, treatment, and management of athletes' medical and psychological treatments;
- d) Support the coaching staff of a training camp, provincial/territorial team, or national team, should an athlete qualify for participation with one of these programs;
- e) Provide athletes (and the parents/guardians of Minor athletes) with the information necessary to be involved in the decisions that affect the athlete;
- f) Act in the best interest of the athlete's development as a whole person;
- g) Meet the screening requirements and coaching credentials, as required by Special Olympics Canada and its Chapters;
- h) Respect athletes competing for other jurisdictions and, in dealings with them, not encroach upon topics or actions which are deemed to be within the realm of

'coaching', unless after first receiving approval from the coaches who are responsible for the athletes;

- i) Recognize the power inherent in the position of coach and respect and promote the rights of all participants in sport. This is accomplished by establishing and following procedures for confidentiality (right to privacy), informed participation, and fair and reasonable treatment. Coaches have a special responsibility to respect and promote the rights of participants who are in a vulnerable or dependent position and less able to protect their own rights;
- j) Dress professionally, neatly, and inoffensively; and
- k) Use inoffensive language.

12. Coaches will **not**:

- a) Exceed the authority of assigned position;
- b) Provide athletes with, or promote, encourage or condone the use by athletes of illegal drugs, recreational drugs, alcohol, cannabis, or performance enhancing substances or methods; or
- c) Engage in a sexual or intimate relationship with an athlete.

**Athletes**

13. In addition to section 8 (above), athletes (with the assistance of their caregivers when necessary) will have additional responsibilities to:

- a) Report any medical problems in a timely fashion, when such problems may limit their ability to travel, practice, or compete;
- b) Participate and appear on-time and be prepared to participate to their best abilities in all competitions, practices, training sessions, tryouts, tournaments, and events;
- c) Properly represent themselves and not attempt to participate in a competition for which they are not eligible by reason of age, classification, or other reason;
- d) Adhere to Special Olympics Canada and Chapter rules and requirements regarding clothing and equipment;
- e) Never ridicule another participant for a poor performance or practice;
- f) Act in a sportsmanlike manner and not display appearances of violence, foul language, or gestures to other players, officials, coaches, spectators, or participants;
- g) Dress in a manner representative of Special Olympics Canada and its Chapters, focusing on neatness, cleanliness, and discretion;
- h) Act in accordance with Special Olympics Canada and Chapter policies and procedures and, when applicable, additional rules as outlined by coaches, managers, volunteers or staff; and
- i) Not use illegal drugs, alcohol, cannabis, recreational drugs or performance enhancing substances or methods during any Special Olympics events including but not limited to: training, competitions, camps fundraising events, or when representing Special Olympics Canada at an event hosted by another organization.

**Directors, Committee Members, and Staff**

14. In addition to section 8 (above), the *Conflict of Interest Policy*, and the *Confidentiality Policy*, the Directors, Committee Members, and Staff will have additional responsibilities to:

- a) Ensure their loyalty prioritizes the interests of Special Olympics Canada or a Chapter, as applicable;

- b) Act with honesty and integrity and conduct themselves in a manner consistent with the nature and responsibilities of the organization and the maintenance of Individuals' confidence;
- c) Ensure that SOC/Chapter financial affairs are conducted in a responsible and transparent manner with due regard for all fiduciary responsibilities;
- d) Conduct themselves openly, professionally, lawfully and in good faith;
- e) Be independent and impartial and not be influenced by self-interest, outside pressure, expectation of reward, or fear of criticism;
- f) Behave with decorum appropriate to both circumstance and position;
- g) Exercise the degree of care, diligence, and skill required in the performance of their duties pursuant to applicable laws;
- h) Respect the confidentiality appropriate to issues of a sensitive nature;
- i) Respect the decisions of the majority and resign if unable to do so;
- j) Commit the time to attend meetings and be diligent in preparation for, and participation in, discussions at such meetings; and
- k) Have a thorough knowledge and understanding of all governance documents.

### **Officials**

15. In addition to section 8 (above), officials will have additional responsibilities to:

- a) Maintain and update their knowledge of the rules and rules changes;
- b) Work within the boundaries of their position's description while supporting the work of other officials;
- c) Act as an ambassador of Special Olympics by agreeing to enforce and abide by national and provincial/territorial rules and regulations;
- d) Take ownership of actions and decisions made while officiating;
- e) Respect the rights, dignity, and worth of all individuals;
- f) Not publicly criticize other officials or any club or association;
- g) Act openly, impartially, professionally, lawfully, and in good faith;
- h) Be fair, equitable, considerate, independent, honest, and impartial in all dealings with others;
- i) Respect the confidentiality required by issues of a sensitive nature, which may include ejections, defaults, forfeits, discipline processes, appeals, and specific information or data about Individuals;
- j) Honour all assignments unless unable to do so by virtue of illness or personal emergency, and in these cases inform the assignor or Special Olympics Canada or Chapter at the earliest possible time;
- k) When writing reports, set out the true facts; and
- l) Dress in proper attire for officiating.

### **Parents/Guardians and Spectators**

16. In addition to section 8 (above), parents/guardians and spectators have additional responsibilities to:

- a) Encourage athletes to participate within the rules and to resolve conflicts without resorting to hostility or violence;
- b) Condemn the use of violence in any form;
- c) Never ridicule a participant for making a mistake during a performance or practice;
- d) Provide positive comments that motivate and encourage participants' continued effort;



- e) Respect the decisions and judgments of officials, and encourage athletes to do the same;
- f) Never question an official's or staff member's judgment or honesty;
- g) Support all efforts to remove verbal and physical abuse, coercion, intimidation, and sarcasm;
- h) Respect and show appreciation to all participants, and to the coaches, officials and other volunteers; and
- i) Not harass participants, coaches, officials, parents/guardians, or other spectators.

## Chapters

### 17. Chapters will:

- a) Adhere to Special Olympics Canada's governing documents and, where necessary, amend their own rules to comply or align with those of Special Olympics Canada;
- b) Recognize that their websites, blogs and social media accounts may be seen as extensions of Special Olympics Canada and other Chapters and must reflect Special Olympics Canada's mission, vision and values;
- c) Ensure that all athletes, coaches and volunteers participating in sanctioned competitions and events are registered and in good standing;
- d) Have well-defined staff and volunteer recruitment and hiring practices and standards in place including interviews, reference checks, and screening procedures to ensure athletes have a healthy and safe sport environment;
- e) Ensure that any possible or actual misconduct is investigated promptly and thoroughly;
- f) Impose appropriate disciplinary or corrective measures when misconduct has been substantiated, regardless of the position or authority of the offender;
- g) Advise Special Olympics Canada immediately of any situation where a complainant has or stated an intention to publicize a complaint in the media; and
- h) Provide Special Olympics Canada with a copy of all decisions rendered pursuant to the organization's policies for complaints and appeals.

## Subjecting an Individual to Maltreatment

18. It is a violation of this Code for any Person in Authority to place an Individual in a situation that makes them vulnerable to Maltreatment. This includes, but is not limited to, instructing an Athlete and a coach to share a hotel room when traveling, hiring a coach who has a past history of Maltreatment, assigning guides and other support staff to an Athlete when the guide or support staff has a reputation for Maltreatment, or assigning such a guide or support staff to an Athlete in the absence of consultation with the Athlete and their parent/guardian.

\*\*\*\*\*

## SECTION D: AGREEMENT AND ACCEPTANCE

When you click to accept these terms and conditions on the Special Olympics Registration Portal, or sign the paper acceptance form, you represent and warrant that you are (i) of the legal age of majority under applicable law to form a binding contract with Special Olympics OR (ii) the parent or legal guardian of a person under the legal age of majority or who otherwise does not have the capacity to form a binding contract with Special Olympics and to provide legal consent on their own. You also acknowledge and agree to the following on behalf of the athlete/volunteer:

- a. you confirm that you understand and agree to these Terms and Conditions.

- b. to not make any legal claims against Special Olympics.
- c. to abide by all of Special Olympics' policies and procedures as posted on their website.