

Team Member Contract and Release of Liability



This Team Member Contract and Release of Liability (the Agreement) is voluntarily and freely entered into between Avout Racing a Colorado non-profit, whose address is 5420 S. Quebec Street, Suite 206, Greenwood Village, CO 80111, (the Team) and the "Team Member" whose name and address is identified in the Avout Racing registration process. This Agreement will become effective upon the date that Team Member completes the registration process.

Team Member desires to race, represent, and ride with and for the Team and agrees to the conditions set forth below.

In consideration of being allowed to participate in any way in the Team and its related events and activities, Team Member, or the parent/guardian of Team Member if Team Member is a minor, the undersigned, acknowledge, appreciate, and agree that:

1. The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death, and while particular skills, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,
2. KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
3. willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the Team immediately; and,
4. for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS Team, Barry Wiebe, Team Coaches, Team Sponsors, Team Management, all agents of Team, and USA Cycling, Inc., their officers, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, owners and lessors of premises used for the activity ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property associated with my presence or participation, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.
5. acknowledge and accept the additional liability release for communicable diseases in Attachment B: Avout Racing Waiver and Release for Communicable Diseases including COVID-19.
6. acknowledge and accept the additional liability release for participating in activities in Ken-Caryl Ranch in Attachment C: Avout Racing Contract and Release of Liability for Ken-Caryl Ranch Master Association.
7. acknowledge and accept the Avout Racing Code of Conduct in Attachment D.

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I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth below, Team and Team Member agree as follows:

1. Sponsorship

- 1.1 The Team Member must refer to the Team in public, private, and on race, series, and/or event registrations as "Avout Racing."
- 1.2 The Team Member will be allowed to participate in sponsor discount programs secured by the Team as outlined in Attachment A: Fees, Sponsored Benefits, and Payback Program.
- 1.3 Team Members, while not required to use the Team Sponsors' products and/or services, are encouraged to use the Team Sponsors' products and/or services whenever possible.
- 1.4 The Team Member must promote to the best of their ability the products and/or services of the Team's sponsors.
- 1.5 Any negative opinions regarding the Team Sponsors' products and/or services must not be expressed in public or private to anyone outside the Team. Concerns about the Team Sponsors' products and/or services are to be expressed to the Team management.
- 1.6 The Team Member must wear Team apparel when engaged in any athletic endeavor related to cycling whether racing or training. The Team Member must not wear the apparel of another team engaged in cycling. The team apparel of any High School mountain bike team is excluded from this requirement. When the Team Member does not have Team apparel appropriate for the occasion, the Team Member is encouraged to wear apparel available from the Team's sponsors.
- 1.7 The Team Member must wear current year Avout Racing Team kit at the Team photo and at any race or event where registration is required.
- 1.8 The Team Member may not alter, cover, or remove any sponsor advertising or sponsored equipment without prior approval by the Team.
- 1.9 Sponsored products are specifically for Team Member use only. No Team Member may purchase sponsored product in excess of necessity, especially for resale. Team Members must not give, trade, loan, or sell Sponsor Products to anyone outside of the Team unless express written consent is given by the Team.
- 1.10 The Team Member may not discuss or convey in public or private any prices or discounts of sponsored products they may receive through the Team.
- 1.11 The Team Member may not initiate contact with Team sponsors for purposes of obtaining sponsorship outside the Team for a period of 18 months following the expiration date of the Team Member contract.

2. Team Members

- 2.1 The Team Member must attend Team meetings and the Team photo session. The Team Member may be excused from a meeting or the photo session at the discretion of the Team.

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- 2.2 The Team Member is encouraged to actively participate in social media for the benefit of the Team sponsors at least once per month during the duration of this contract. Active participation includes posting, sharing, and/or retweeting to social media such as Facebook, Twitter, and Instagram.
- 2.3 The Team Member must not use, sell, or otherwise be linked with any illegal drugs (as defined by the United States Federal Government) or banned performance enhancing substances (as defined by USA Cycling).
- 2.4 The Team Member must help their fellow Team Members when needed (e.g. supplying food, or water at feed stations, or clothing and eye wear exchanges for varying weather conditions).
- 2.5 If the Team Member is injured at any time during the term of this agreement, during their recovery period, the Team Member is encouraged to participate in Team activities and assist other Team Members to the best of their ability.
- 2.6 Team Member information will be shared within the Team and with the Team's Sponsors. This information will not be shared outside of the Team or the Team's sponsors.
- 2.7 The Team Member is responsible for his/her own health, disability, life, and auto insurance. The Team and/or the Team's sponsors will not provide insurance of any type for Team Members.
- 2.8 The Team Member must always act, race, and ride responsibly and respectfully, especially when representing the Team and the Team's sponsors.
- 2.9 If the Team Member breaches this contract, the Team Member must return all sponsored product, used or unused, purchased by and/or given to the Team Member under the terms of this contract. If products cannot be returned by the Team Member for any reason, a payment plan will be set up with the Team to pay for products at 25% above the sponsored price with payment terms to be not less than 25% of the total cost per month.

3. Photo/Video Release

- 3.1 The Team Member grants and authorizes the Team the right to take, edit, alter, copy, exhibit, publish, distribute and make use of any and all pictures or video of the Team Member to be used in and/or for legally promoted materials including, but not limited to social media, websites, and other print and digital media without payment or any other consideration. The authorization extends to all languages, media, formats, and markets now known or hereafter devised. This authorization shall continue indefinitely, unless the Team Member revokes the authorization in writing.
- 3.2 The Team Member understands and agrees that these materials shall become the property of the Team and will not be returned.
- 3.3 The Team Member holds harmless and releases the Team from all liability, petitions, and causes which the Team Member, the Team Member's heirs, representatives, executors, administrators, or any other person may make will acting on behalf of the Team Member or the Team Member's estate.

4. Team Fees and Payback

- 4.1 Paying Team Members have the opportunity of sponsored benefits and payback as described in Attachment A: Fees, Sponsored Benefits, and Payback Program.

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5. Miscellaneous

- 5.1 This Agreement supersedes any and all prior agreements, arrangements or understandings, whether written and/or oral, between the parties and constitutes the complete and entire Agreement of the parties.
- 5.2 This Agreement shall be modified in writing only, which writing must be executed by the parties hereto in order to be effective.
- 5.3 Each party shall be responsible for prompt notification of the other party regarding any change in email address, physical address, and phone number.
- 5.4 This Agreement shall be governed by, construed, and enforced in accordance with and subject to the laws of the State of Colorado.
- 5.5 Any action or proceeding to construe or enforce this Agreement or to recover damages for its breach shall be handled through a binding arbitration proceeding or in Small Claims Court in Jefferson County if the amount in controversy is less than the Small Claims Court jurisdictional limit. The prevailing party shall be entitled to recover reasonable attorney fees and costs associated with any such action or proceeding.
- 5.6 This Agreement shall be effective upon acceptance of the agreement by the Team Member through the Avout Racing Team registration process. This Agreement may be executed in counterparts.
- 5.7 If a court of law should determine that a portion of this Agreement is contrary to the law, the remainder of the Agreement shall remain in full force and effect so long as the primary purpose(s) of this Agreement remain effectuated thereby.
- 5.8 The parties hereto acknowledge that this Agreement has been negotiated and prepared in an arms-length transaction and that neither party shall be deemed to have drafted this Agreement, and this Agreement shall not be interpreted against either party as the draftsman.
- 5.9 Each party acknowledges and represents that he/she has the authority to enter into this Agreement and to bind the party for which he/she signs.
- 5.10 The Team may terminate this Agreement for any reason at any time.
- 5.11 Upon termination, this Agreement, and all rights, duties, and obligations hereunder, shall terminate except that the requirements imposed on Team Member in Sections 1, 2 and 3.

6. Signature and Term

This Agreement commences on the **Effective Date:** which is the date of electronic acceptance and continues until December 31, 2024.

Avout Racing,

Barry Wiebe, Chair of the Board of Directors of Avout Racing

To be electronically accepted by the Team Member

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Attachment A: Fees, Sponsored Benefits, and Payback Program

A.1 The Team Member will be designated an Elite Adult, Adult, Elite Select, Tier 1 Select, Tier 2 Select, Advanced Academy, Intermediate Academy, Inspire Junior Rec, or Strider / Early Pedal at the discretion of the Team.

A.2 Team Member Benefits:

1. Elite Adult Team Member:
 - Must pay the Adult program fee
 - Will receive two free (2) kits
 - Will be eligible to receive up to \$500 through the Payback Program in total in 2024
 - Will receive the benefit of sponsor deals from the Team sponsors
 - May receive free product from the Team sponsors
2. Adult Team Member:
 - Must pay the Adult program fee
 - Will be eligible to receive registration fee back through the Payback Program in 2024
 - Will receive the benefit of sponsor deals from the Team sponsors
3. Select Team Member:
 - Must pay the Select program fee
 - Will receive two free (2) kits
 - Will be eligible to receive up to \$500 through the Payback Program in total in 2024
 - Will receive the benefit of sponsor deals from the Team sponsors
 - May receive free product from the Team sponsors
4. Academy Team Member:
 - Must pay the Academy Team Member program fee
 - Will be eligible to receive up to \$300 through the Payback Program in total in 2024
 - Will receive the benefit of sponsor deals from the Team sponsors
5. Inspire Junior Rec Team Member:
 - Must pay the Inspire Junior Rec Team Member program fee
 - Will be eligible to receive up to \$100 through the Payback Program in total in 2024
 - Will receive the benefit of sponsor deals from the Team sponsors

A.3 The Payback Program:

1. Adult, Elite Adult, Academy, Inspire Junior Rec Team Member may request and receive the following Payback (no Payback item or total may be more than is allowed for the Team Member):
 - Partial individual race entry fee reimbursement (up to half of the entry fee or \$75 – whichever is less)
 - Partial race series entry fee reimbursement (up to half of the series entry fee or \$150 – whichever is less)

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- \$50 for a podium finish in a race
 - \$250 for a podium finish in a race series
 - \$250 for referring a new client to one of the “jersey” sponsors (to be verified by the sponsor)
 - \$90 for supporting the Team Oasis with set-up, food and drink, and tear down
 - \$30 for supporting the Team Oasis with just one of set up, food and drink, or tear down
 - \$100 for supporting the Team Juniors by attending 6 practices
 - \$50 for supporting a Bicycles for Humanity bike load
 - \$50 for supporting the Colorado High School Mountain Bike League with at least 5 hours of your time
 - \$50 for supporting IMBA, COMBA, or a local organization’s trail building with at least 5 hours of your time
 - \$500 for competing in a USA Cycling National Championship race (note that this does not include the “non-Championship” races that also occur at Nationals).
2. Select Team Member may request and receive the following Payback:
- Individual race entry fee reimbursement
 - Race series entry fee reimbursement
 - \$50 for a podium finish in a race
 - Expenses for travel including airfare, rental car, lodging, bike transportation, and food
3. To receive any benefit from the Payback Program, the Team Member must:
- 1) Participate in the mandatory Team Activities:**
- a. **Follow the Payback procedure** outline in item 2 below.
 - b. **Adults, Elite Adult, Academy, and Inspire Juniors (or their parent/guardian) must post at least once per month** to the Team Member’s social media, to the Team’s social media, or to the Team’s Sponsor’s social media – including at least one sponsor hashtag (using the # symbol) and/or one sponsor username (using the @ symbol) and with privacy set to allow the post to be public.
 - c. **Select Team Members must post at least twice per month** to the Team Member’s social media, to the Team’s social media, or to the Team’s Sponsor’s social media – including at least one sponsor hashtag (using the # symbol) and/or one sponsor username (using the @ symbol) and with privacy set to allow the post to be public.
- 2) Request, receive approval, and post to social media**

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- a. **Submit a request** to the Team asking for Payback for the race or race series entry fee, individual race or race series podium, or other qualifying Payback activity prior to the race, race series, or event.
- b. **Receive approval** from the Team prior to the race, race series, or event. Only a limited number of requests will be approved for the Payback Program.
- c. **Post to Social Media** with a photo, a brief description about the race, race series, or event (for Selects, this includes travel), including at least one sponsor hashtag (using the # symbol) and/or one sponsor username (using the @ symbol) and with privacy set to allow the post to be public. For podium Payback, the photo must be of the Team Member in **current year Avout Racing kit** on the podium. For race entry fee Payback, the photo must include the Team Member in **current year Avout Racing kit** while participating in the race. For events, the photo must be associated with the event.
- d. **Fill out Payback Form** with required information and submit by required date.

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Attachment B: Avout Racing Waiver and Release for Communicable Diseases including COVID-19

In consideration of being allowed to participate in any way in the Team, its related events and activities, Team Member, or the parent/guardian of Team Member if Team Member is a minor, the undersigned, acknowledge, appreciate, and agree that:

1. Participation includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
3. I willingly agree to comply with the stated and customary terms and conditions for participation as regards protection against infectious diseases. If, however, I observe any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS Avout Racing their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event ("RELEASEES"), WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law.
5. I agree to abide by all the protocols set forth by Avout Racing (subject to change).

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Attachment C: Avout Racing Contract and Release of Liability for Ken-Caryl Ranch Master Association.

In consideration of Team Member's participation in 2024 Avout Racing's training rides at Ken-Caryl Ranch Master Association ("Ken-Caryl):

I acknowledge that hiking and mountain biking is a potentially hazardous activity, possibly resulting in serious bodily injury or death. I acknowledge that engaging in this activity either on my own or with the activity sponsor subjects me or my child to risks. Those risks include but are not limited to the inherent risks of the activity as well as other risks and dangers, including acts of God, the forces of nature, the negligent or reckless acts or omission of others or of Ken-Caryl, their agents, employees or the activity contractor (herein "Risks").

Acknowledging this, I voluntarily agree and state as follows:

I and my child voluntarily participate in the 2024 Avout Racing's training rides knowing the danger involved, and I and my child assume all known and unknown risks, and the above-defined Risks. On behalf of myself and my child, I RELEASE, DISCHARGE AND AGREE NOT TO SUE OR MAKE ANY CLAIM AGAINST, KEN-CARYL, ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, SUBCONTRACTORS (INCLUDING SHEEP BUSTERS LLC), AND MEMBERS, FROM ANY AND ALL FORESEEN AND UNFORESEEN INJURIES, DEATHS, LOSSES. ACTIONS, CLAIMS, JUDGMENTS, OR DAMAGES OF ANY KIND AND NATURE, INCLUDING ATTORNEY FEES AND COURT COSTS THAT MAY ARISE OUT OF MY OR MY CHILDS PARTICIPATION IN KEN-CARYL ACTIVITIES, AND THE ABOVE-DEFINED RISKS, INCLUDING THOSE THAT MAY ARISE FROM BEING A SPECTATOR.

THIS RELEASE SHALL BE EFFECTIVE EVEN IF THE LOSS, INJURY OR DEATH RESULTS FROM THE NEGLIGENCE OF KEN-CARYL OR ITS AGENTS, EMPLOYEES, MEMBERS, OFFICERS.

Negligence as used herein shall include, but not be limited to: Knowledge that equipment or protective gear which caused the injury was faulty; failure to make reasonable and prudent efforts to determine my or my child's ability to engage safely in the activity, or my or my child's ability to safely manage the particular animal; or knowledge of a dangerous latent condition concerning the land or facilities, and for which warning signs have not been conspicuously posted.

The terms of this contract shall serve as a complete release and EXPRESS assumption of the Risks. On behalf of myself and my child, I shall be solely responsible for my and my child's own safety and well-being, and for all expenses that arise directly or indirectly from Ken-Caryl activities. I consent to emergency medical treatment in the event of injury or illness.

I and my child shall comply with all Ken-Caryl Rules and Regulations and all laws and ordinances now in effect or adopted in the future. I shall be solely responsible for ensuring that my child knows and abides by the rules and the terms of this Release.

I understand that if Ken-Caryl or an independent contractor, or leader is in charge of an event, they can terminate it at any time if he/she thinks it is best, and I will abide by any requirements imposed upon me or my child.

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On behalf of myself and my child, I agree to hold harmless, defend, indemnify and reimburse Ken-Caryl and its members, directors, officers, agents, subcontractors and employees from all claims, damages, third party claims and losses including its own losses, expenses, damages, attorney fees and court costs that arise from my or my child's participation in events and activities.

All statements above shall bind me, my heirs, personal representatives, and assigns, and are not merely recitals. I acknowledge that Ken-Caryl has relied upon these terms, and that without this Release, Ken-Caryl would be unable to offer these activities.

I have read and fully understand the legal consequences of this release, and acknowledge that Ken-Caryl has recommended that I have my attorney review this release prior to my signing it. The information provided by me below is made a part of the Contract and Release of Liability.

IF PARTICIPANT IS UNDER EIGHTEEN (18) YEARS OF AGE, A PARENT OR GUARDIAN MUST READ AND ACCEPT: I am the legal guardian of the above minor and have read the above Contract and Release of Liability. I give my unqualified permission and consent to the named minor's participation in the Avout Racing's training rides and I hereby agree to be bound by the terms and conditions of this Contract and Release of Liability.



Attachment D: Avout Racing Code of Conduct

When you are a member of Avout Racing, we want to ensure you have fun and grow in a safe environment, even when racing competitively. In order to do so, you must be respectful of the trails, other trail users, teammates, and other racers. This code of conduct applies to in-person, social media, and digital communications.

1. Stay positive! Support your teammates, other trail users, other racers, and smile :)
2. Say nice things. Positive comments and support helps everyone in the community. No name calling, poking fun at anyone's ability or equipment, or using inappropriate language (swearing, sexual in nature, offensive comments).
3. Treat others the way you want to be treated.
4. Move out of the way of other trail users. We are guests on the trails. Cyclists must yield to hikers and equestrians. Make room for uphill riders and turn your bell on and slow down when going downhill.
5. Be nice. Say hi. Spreading rainbows and sunshine on the trails can go a long way.
6. Stay on the trail. Do not ride on muddy or closed trails/areas.
7. Meet all your team members! We have a great team full of great people - get to know them. Be inclusive and respectful of all.
8. Respect your coaches; they put a lot of time into this team. Be present, keep distractions to a minimum, and be open to feedback and respectful of their instruction. Let them know if you'd like to try something new!
9. Wear the Avout Racing jersey proudly! Be a good ambassador for our team and for cyclists.
10. Show amazing sportsmanship when racing. One year from now, people won't remember who won a race, but they will remember who was nice. Pass with class and be passed with class.
11. If you mess up, own up to it, and apologize. Have a growth mindset and do better next time.
12. There may come a day when, despite your best efforts, you feel as if you have reached the ceiling of your abilities in the sport. When this day comes, performance-enhancing drugs will not be an option.
13. Above all else - have fun!

We summarize the essence of this Code of Conduct with the 5 Respects that we talk about at practices:

- Respect Yourself
- Respect Your Teammates
- Respect Your Coach
- Respect Your Environment
- Respect Your Equipment

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Avout Racing Parent/Family Code of Conduct

Everyone on the team, including the family of team members, is a representative of Avout Racing and an ambassador of our team. Therefore, it is very important to represent the team well (especially when wearing Avout Racing clothing or supporting a team member in Avout Racing kit), in real life, on social media, and in digital communications. It is expected that all team families will conduct themselves with a mature and positive sporting attitude during every team event.

Family members are expected to do these things to encourage positive sporting behavior:

- Keep your comments positive. Don't bad-mouth coaches, athletes, or officials. If you have a concern, discuss it privately with your child's coach or a team leader.
- Commend good effort and performance, no matter who it comes from. This includes athletes from our team and other teams.
- Remember that you are a parent. Give encouragement, not directions. Leave coaching to the coaches.
- Be courteous towards other parents, coaches, and athletes from other teams. Your behavior sets an example not just for your family, but for everyone else.
- Look for examples of good sporting behavior in other athletes and point them out to your child. Talk about bad examples too and explain why it's not good sporting behavior.
- Emphasize values like teamwork, responsibility, resilience, grit, and discipline. Winning comes and goes, but these values persist and are foundational to the physical and educational benefits of youth sports.
- Model good behavior by meeting and interacting with other teams and helping to show how, while there is often a desire to be your best and finish ahead of others, that never does that desire need to interfere with finding friends and building relationships across imagined boundaries.

Avout Racing and its teammates must abide by policies and recommendations set forth by USA Cycling, including:

Minor Athlete Abuse Protection Policies (MAAPP): <https://usacycling.org/safesport/minor-athlete-abuse-protection-policies>

Code of Conduct: <https://usacycling.org/about-us/governance/code-conduct>

SafeSport Education: <https://usacycling.org/safesport/safesport-education-policy>

SafeSport Reporting: <https://usacycling.org/safesport/safesport-reporting-policy>

All MAAPP and SafeSport related concerns or questions should be directed to Avout Racing's SafeSport Champion: Jessica@AvoutRacing.com (with Barry@AvoutRacing.com as back-up). All MAAPP violations

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and SafeSport related concerns will channel through one of these email contacts and be reviewed by a committee set up by the Avout Racing Board of Directors.

Process if the Code of Conduct is Broken

If a team member or family member breaks the code of conduct by direct witness of coach or leadership:

1. Coach or leadership will address issue immediately with team member
2. Coach or leadership will follow up with a conversation with a parent
3. Coach and leadership will determine consequence(s) based on the severity and/or number of past breaches and may include, but is not limited to:
 - a. Written warning
 - b. Suspension from practice for a week or more
 - c. Not being allowed to use the oasis at races
 - d. Suspension from Avout Racing for the remainder of the season or year, which includes forfeiting of any fees paid
 - e. Expulsion from Avout Racing, with all fees being forfeited

If a complaint is made to a coach or leadership claiming that a team member or family member has broken the code of conduct:

1. Coach and leadership will gather information and meet with involved parties to understand the accusation
2. Coach or leadership will follow up with a conversation with the accused team member and a parent
3. Coach and leadership will determine consequence(s) based on the severity and/or number of past breaches/complaints and may include, but is not limited to:
 - a. Written warning
 - b. Suspension from practice for a week or more
 - c. Not being allowed to use the oasis at races
 - d. Suspension from Avout Racing for the remainder of the season or year, which includes forfeiting of any fees paid
 - e. Expulsion of the rider from Avout Racing, with all fees being forfeited