

MINOR ATHLETE ABUSE PREVENTION POLICY

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Table Of Contents

INTRODUCTION.....	2
SCOPE OF POLICY	2
DEFINITIONS	3
IN-PROGRAM TRAVEL AND LODGING	5
TRANSPORTATION.....	5
LODGING AND ACCOMMODATIONS.	6
MEETINGS.....	7
ONE-ON-ONE INTERACTIONS	8
REFERENCES.....	8
APPENDIX FORM 1:	9
SAMPLE WRITTEN CONSENT FOR PARENT/LEGAL GUARDIAN	9

INTRODUCTION

Physical contact, communication, and team travel occurs frequently in sport and presents a series of unique risk factors. The goal of this Policy is to proactively minimize and prevent the opportunity for the abuse of Minor Athletes and to keep them safe during sport participation, both on and off the field. It is the personal responsibility of parents/legal guardians and athletes (adults and minors) to familiarize and educate themselves with this Policy and with the other rules, regulations, and policies of Guam Aquatics.

Member Aquatic Teams of Guam Aquatics are automatically bound by this Policy and encouraged to adopt their own club policies consistent with this one.

This Policy is subject to change and amendment at any time without prior notice.

SCOPE OF POLICY

In-Program Activities. This Policy applies to all activities, contact, communications, interactions, travel and/or transportation between an Adult Participant and any Minor Athlete(s) related to participation in sport authorized, sanctioned or funded by Guam Aquatics or its Member Aquatic Teams, whether within or without Guam and whether inside or outside of an official games-time period. Examples include but are not limited to: all phases of competition, practices; meetings; camps/clinics; individual or group training/instructional sessions; pre/post event meals or outings; individual or team travel; photography and video recording or review; team- or team building activities; celebrations; award ceremonies and banquets; competition site visits; conferences; and/or workshops.

Violations of this Policy shall be adjudicated pursuant to the procedures set out in the **Guam Aquatics Safeguarding Rules on the Protection From Harassment and Abuse (“the Safeguarding Rules”)**. This Policy supplements, and does not replace, the Guam Aquatics Code of Conduct, the Guam Aquatics Safeguarding Rules on the Protection From Harassment and Abuse, or the Guam Aquatics Integrity Code.

Nothing shall waive or limit the right or ability of Guam Aquatics to take immediate preemptive measures to proactively safeguard and mitigate violations and to apply provisional measures, discipline, reprimand, and sanctions whenever and as appropriate, including the removal of an athlete or official from any competition and/or the team without regard to whether the competition is in active progress. The removed person shall be personally liable for all costs and expenses associated with the removal and shall indemnify, defend and hold the Guam Aquatics harmless from all liabilities, costs, expenses, and attorney’s fees arising therefrom.

Advance written consent must be provided by a Minor Athlete's parent/legal guardian for **each** individual In-Program Travel or lodging situation, *said consent which can be withdrawn at any time*. The advance written consent may be in the form of text, email, Power of Attorney, or other written document such as Appendix Form 1.

Jurisdiction During External Games/Competitions. During any competition, event, or tournament organized by a governing body other than Guam Aquatics and attended by Guam Aquatics, the safeguarding policies, reporting mechanisms, and disciplinary frameworks of that external sanctioning organization shall govern all participants during the official games-time period and be deferred to except in circumstances where the organization's policy is silent. In such case, this Policy shall continue to apply. For the avoidance of doubt, if the external sanctioning organization declines to exercise jurisdiction or take disciplinary action regarding an alleged incident, Guam Aquatics retains full authority to investigate, apply its own policies, and impose internal disciplinary sanctions.

Any lacuna in this Policy shall be filled, and any unforeseen circumstances arising in relation to this Policy shall be addressed, by reference to, and in a manner consistent with, its plain meaning and the objectives underlying this Policy.

DEFINITIONS

Except as otherwise defined below, terms used in this Policy that are defined in the *Definitions* section of the Safeguarding Rules shall have the same meaning as set out in those Rules.

Adult Participant(s): Any adult person 18 years of age or older who is:

- A Guam Aquatics Covered Person, either athlete or non-athlete as defined in the Safeguarding Rules;
- A Participating non-member (e.g., meet marshals, meet computer operators, timers, etc.);
- A person authorized, approved or appointed by Guam Aquatics or one of its Member Aquatic Teams to have regular contact with (e.g., ongoing interactions during a 12-month period wherein the individual is in a role of active engagement) or authority over Minor Athletes; and/or
- A person within the governance or disciplinary jurisdiction of Guam Aquatics or one of its Member Aquatic Teams.

Athlete: Any person or group of persons, participating or qualified to participate in a Covered Event as defined in the Safeguarding Rules, including Minor Athletes.

Authority: When one person's position over another person is such that, based on the totality of the circumstances, they have the power or right to direct, control, give orders to, or make decisions for that person (e.g., when a power imbalance exists).

Dual Relationship: When an Adult Participant has a relationship with a Minor Athlete that is outside of the sport program. Examples of Dual Relationships include, but are not limited to, family members, mental health professionals, teachers, medical professionals and family friends.

Emergency Circumstance(s): A serious, unexpected and possibly dangerous situation that requires quick action and cannot be avoided. Emergency Circumstances include, but are not limited to: a physical, mental or emotional medical emergency involving the Minor Athlete, relative of the Minor Athlete or relative of an Adult Participant; a Minor Athlete's suicidal ideations/behavior; a report of abuse; a severe weather event; and last-minute practice changes.

Event or Facility Under Partial or Full Jurisdiction: Includes any Guam Aquatics- sanctioned event (including all travel and lodging in connection with participation in the event) or any facility that Guam Aquatics owns, leases or rents for practice, training or competition.

In-Program: Activities, contact, communications, interactions, travel, and/or transportation related to participation in sport authorized, sanctioned or funded by Guam Aquatics, whether within or without Guam and whether inside or outside of an official games-time period. Examples include but are not limited to: all phases of competition, practices; meetings; camps/clinics; individual or group training/instructional sessions; pre/post event meals or outings; individual or team travel; photography and video recording or review; team- or team building activities; celebrations; award ceremonies and banquets; competition site visits; conferences; and/or workshops.

Interruptible: Another individual (adult or minor) must be able to stop the interaction easily or seek immediate outside intervention. It is strongly recommended that a second adult always be present to ensure that all contact between a minor and an adult be observable and interruptible, even if the second adult is a stranger.

Minor: A person under the age of 18 years old.

Observable: The contact must be able to be seen by another individual (adult or minor).

Overnight travel: Travel and transportation to training, practice, camp, competition or other related activity that includes sleeping or overnight stay(s), whether within or without Guam.

Personal Care Assistant (PCA): An individual who assists an athlete who requires help with the activities of daily living or in preparation for athletic participation. This support can be provided by a Guide for Blind or visually impaired athletes, or can include assistance with transfer, dressing,

showering, medication administration, and using the restroom. When assisting a Minor Athlete, the athlete's parent/legal guardian must provide advance written consent to Guam Aquatics for the PCA to provide care/work with the Minor Athlete.

IN-PROGRAM TRAVEL AND LODGING

Transportation.

- a. During In-Program Travel, observable and interruptible environments shall be maintained at all times.
- b. **Rule of 3 applies.** An Adult Participant shall not transport a Minor Athlete one-on-one during In-Program Travel and shall always transport at least two Minor Athletes or another Adult Participant, except that an Adult Participant **can** transport a Minor Athlete one-on-one during In-Program travel, if:
 - i. Emergency Circumstances exist;
 - ii. A Dual Relationship exists between the Adult Participant and the Minor Athlete;
 - iii. The Adult Participant has no authority over the Minor Athlete *and* is no more than four (4) years older than the Minor Athlete;
 - iv. The Minor Athlete's parent/legal guardian has provided advance written consent for the Adult Participant to transport the Minor Athlete one-on-one, which can be withdrawn at any time. The parent/legal guardian's consent can be in the form of text, email, power of attorney, or other written document; or
 - v. The Minor Athlete requires a Personal Care Assistant and the Minor Athlete's parent/legal guardian has provided advance written consent to Guam Aquatics for the PCA to provide care/work with their Minor Athlete.
- c. Adult Participants, including team managers and chaperones, who travel with Guam Aquatics must be athlete or official members in good standing with a Member Aquatics Team or else persons authorized by Guam Aquatics to travel with Guam Aquatics.

Lodging and Accommodations.

- a. Regardless of gender, an Adult Participant shall not share a hotel room, sleeping arrangement or overnight lodging location with a Minor Athlete.
- b. During In-Program Travel, all In-Program Contact in a hotel room, sleeping arrangement or overnight lodging location between an Adult Participant and a Minor Athlete must be observable and interruptible.
- c. Monitoring is not a requirement of this Policy, but if room checks are performed during In-Program Travel, two-deep leadership (two Adult Participants should be present), and observable and interruptible environments must be maintained.
- d. The following exceptions apply to the foregoing (a), (b) and (c):
 - i. When a Dual Relationship exists *and* the Minor Athlete's parent/legal guardian who is not also an Adult Participant has provided advance written consent for the lodging arrangement.
 - ii. When the Adult Participant has no authority over the Minor Athlete, *and* is no more than four (4) years older than the Minor Athlete, *and* the Minor Athlete's parent/legal guardian has provided advance written consent for the lodging arrangement;
 - iii. When the Minor Athlete requires a Personal Care Assistant and the Minor Athlete's parent/legal guardian has provided advance written consent to Guam Aquatics for the PCA to lodge or sleep with the Minor Athlete in order to provide care/work with their Minor Athlete; or
 - iv. When the host country and/or event organizer has arranged for lodging to be in an open dormitory space shared with other sport teams and/or competitors in an area that is fully observable and interruptible. For example, the Pacific Games and the Micronesian Games often lodge adults and minors of the same gender together in an open one-room dormitory setting located within a school or public building. By allowing their Minor Athlete to attend a competition or event where lodging is shared in an open dormitory space, parents/legal guardians are deemed to have consented to the lodging arrangement.
- d. Minor Athletes of one gender are strictly prohibited from sharing a hotel room, sleeping, or overnight lodging location with Minor Athletes of a different gender.
- e. No male athletes shall be allowed in female athlete rooms, and no female athletes shall be allowed in male athlete rooms (unless the other athlete is a sibling).

- f. When arranging a hotel room, sleeping arrangement, or overnight lodging location, every reasonable effort shall be made to pair Minor Athletes together with other Minor Athletes of the same gender and of similar age. While the personal preference and/or request of Minor Athletes and their parent/legal guardian will be considered and accommodated as much as possible, the decision as to rooming arrangements shall be made by Guam Aquatics based upon the best interests of the entire team. The decision of Guam Aquatics shall be final and unappealable.

MEETINGS

- a. Meetings and Individual Training Sessions must be conducted consistent with the One-on-One Interactions section of this Policy (e.g., any such meeting must be observable and interruptible).
- b. Meetings between a Minor Athlete and an Adult Participant may only occur if another adult is present and where interactions can be easily observed and at an interruptible distance from another adult, except under Emergency Circumstances.
- c. Meetings shall not be conducted in an Adult Participant or athlete's hotel room or other overnight lodging location during In-Program Travel.
- d. If a one-on-one meeting takes place, the door to the room must remain unlocked and open. If available, it must occur in a room that has windows, with the windows, blinds, and/or curtains remaining open during the meeting, or on the observable and interruptible sidelines of a public space.

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ONE-ON-ONE INTERACTIONS

- a. All one-on-one In-Program Contact interactions between a Minor Athlete and an adult who is not the minor's parent/legal guardian must occur at an observable and interruptible distance from another adult except:
 - i. In Emergency Circumstances;
 - ii. When a Dual Relationship exists between the Adult Participant and the Minor Athlete;
 - iii. When the Adult Participant is no more than four (4) years older than the Minor Athlete;
 - iv. When the Minor Athlete requires a Personal Care Assistant and the Minor Athlete's parent/legal guardian has provided advance written consent to Guam Aquatics for the PCA to provide care/work with their Minor Athlete; or
 - v. When the minor athlete is meeting with a Mental Health Care Professional and/or Health Care Provider during an Emergency Circumstance; *but if* not an emergency, then only after the parent/legal guardian has been advised and consents to the meeting.
- b. The coach, adult athlete, official etc. providing the one-on-one individual training session must get written approval from the Minor Athlete's parent/guardian before the start of travel and/or the first training session. This consent can be withdrawn at any time.
- c. The coach, adult athlete, official, etc. providing the individual training session must allow the parent/legal guardian to watch the training session.

NOTE: One-on-one individual training sessions do not include individual instruction during a team practice.

References

Minor Athlete Abuse Prevention Policy, *U.S. Center for SafeSport* (2021)
Minor Athlete Abuse Prevention Policies Manual, *U.S. Center for SafeSport* (2022)
Guam Aquatics Code of Conduct
Guam Aquatics Integrity Code
Guam Aquatics Safeguarding Rules on the Protection from Harassment and Abuse

APPENDIX FORM 1:

Sample Written Consent For Parent/Legal Guardian:

(One form per Minor Athlete and Adult Participant)

Name of Minor Athlete: _____

Name & Location of Competition/Event: _____

Dates of Travel and Lodging: _____

Name of Adult Participant _____

I, _____, the parent/legal guardian of the Minor Athlete named above, expressly and knowingly give my advance written consent and permission, and do grant an exception to the Guam Aquatics *Minor Athlete Travel and Lodging Policy*, to allow the Adult Participant named herein to do all or any of the following (initial all that apply):

Initial:

- _____ To stay in the same hotel room, and/or to share a sleeping arrangement, and/or to share an overnight lodging location with the Minor Athlete while traveling to and from the above Competition/Event on the dates specified.
- _____ To transport the Minor Athlete one-on-one to and from all In-Program activities without accompaniment by any other person (adult or minor).
- _____ To have one-on-one In-Program Contact interactions with the Minor Athlete, including one-on-one individual training sessions outside of team practice, without observation by any other person (adult or minor).
- _____ To act as a Personal Care Assistant and to travel with the Minor Athlete in order to provide one-on-one care/work to the Minor Athlete.

By giving my consent and permission, I understand and voluntarily agree to waive, release, discharge and indemnify Guam Aquatics, its Member Aquatic Teams, and its officers and officials from and against any and all claims of negligence, liability or damages which may accrue as a direct or indirect result of the activities that I have consented to. I further acknowledge that this written consent and permission is valid only for the dates and location specified.

Parent/Legal Guardian Signature: _____ Date: _____