

USA HOCKEY MEMBER PROGRAM AGREEMENT TO ADOPT AND COMPLY WITH SAFESPORT PROGRAM

This Agreement, dated AUGUST 6, 2019, is entered into by THIEF RIVER FALLS AMATEUR HOCKEY ASSOCIATION (TRFAHA) ("Member Program") a hockey program that is a member of Minnesota Hockey ("Affiliate") as a condition of being sanctioned by USA Hockey.

Member Program agrees that its membership in the Affiliate and sanctioning by USA Hockey are conditioned on the following:

- 1. Compliance with SafeSport Program.** Member Program is required to implement, comply, and monitor compliance with the USA Hockey SafeSport Program Handbook and the SafeSport Code for the U.S. Olympic and Paralympic Movement as adopted by the U.S. Center for SafeSport, and the requirements set forth in the Protecting Young Victims from Sexual Abuse and SafeSport Authorization Act of 2017. Copies of the USA Hockey SafeSport Program Handbook may be found at www.usahockey.com/safesportprogram, and copies of the SafeSport Code for the U.S. Olympic and Paralympic Movement may be found at www.safesport.org.
- 2. SafeSport Training and Background Checks.** Member Program agrees that it shall require and cause all of those persons that (i) have regular contact with or supervision over minor Participants (e.g., coaches, hockey directors, trainers, team managers, chaperones, etc.), (ii) are responsible for enforcing child abuse and misconduct policies (e.g., all officers and members of the board of directors), (iii) are adults authorized by the Member Program to have regular contact with or authority over minor Participants, including all persons that are in managerial or supervisory roles of the Member Program (including owners and administrators of Member Program), and (iv) are new and current employees and/or volunteers of Member Program, to (A) consent to be screened and pass a background screen in accordance with USA Hockey's background screening program, and (B) complete SafeSport Training prior to having regular contact with minor participants, or if they do not have regular contact with minor participants, not more than 45 days after beginning such role.
- 3. Adoption of Required Policies.** Member Program shall adopt, comply with and maintain rules and policies requiring its members to comply with the One-on-One Interactions, Locker Room, Athletic Training Modalities, Social Media and Electronic Communications and Travel Policies as set forth in the USA Hockey SafeSport Handbook.
- 4. Required Reporting.** Member Program agrees that it shall adopt, maintain and enforce policies that require its adult members report (i) actual or perceived violations of the USA Hockey SafeSport Program Handbook, (ii) any violations of the Sexual Misconduct, Physical Misconduct, Emotional Misconduct, Bullying, Threats or Harassment, or Hazing Policies, and (iii) suspicions or allegations of child physical or sexual abuse as required by the USA Hockey SafeSport Program. Member Program agrees that, should it become aware of any such violation(s), it will report as required by the USA Hockey SafeSport Program. **The USA Hockey reporting policy specifically provides that, pursuant to federal law, any adult authorized by a Member Program to interact with a minor or amateur athlete at an event sanctioned USA Hockey or a Member Program is considered a mandatory reporter, and if any such person learns of facts that give reason to suspect that a child has suffered an incident of Child Abuse, including sexual abuse, he/she shall as soon as possible make a report of the suspected abuse to the U.S. Center for SafeSport and to applicable law enforcement authorities. Member Program and its adult members/representatives shall not attempt to evaluate the credibility or validity of child physical or sexual abuse allegations as a condition for or prior to reporting their concerns**

5. No Retaliation. Member Program will not encourage, allow or tolerate attempts from any individual, group or organization to retaliate, punish, or in any way harm any individual(s) who reports a concern in good faith or otherwise participates in an investigation (e.g., a witness). Such actions will be considered a violation of the USA Hockey SafeSport Program and grounds for disciplinary action, and may also be subject to civil or criminal proceedings.


6. Member Program Reporting to Affiliate. Member Programs shall on a monthly basis provide the Affiliate SafeSport Coordinator with notice of any alleged violations of SafeSport policies, and shall promptly advise the Affiliate SafeSport Coordinator of the results of any investigations, hearings or other proceedings within their program that involve allegations or violations of the USA Hockey SafeSport Policies or this SafeSport Handbook.

7. Submission to Jurisdiction of the U.S. Center for SafeSport and Enforcement of Sanctions or Discipline. Member Program agrees that it shall not engage in its own investigation or disciplinary process related to any allegations or reports that are within the exclusive jurisdiction of the U.S. Center for SafeSport unless and until such time as the U.S. Center for SafeSport has declined jurisdiction. Upon the issuance by the Center for SafeSport, USA Hockey or Affiliate, of any disciplinary measures, eligibility decisions or other sanctions, Member Program agrees to enforce such suspension, measures or other sanction within its program.

8. Compliance Certification. Member Program shall at least annually, or more often if required by the Affiliate, report and provide information as required or requested to the Affiliate and/or Affiliate SafeSport Coordinator on the Member Program's compliance with the USA Hockey SafeSport Program. Member Program agrees that its compliance with the terms of the requirements herein shall be subject to review by the Affiliate and/or USA Hockey. The terms of this Agreement shall be an ongoing obligation of the Member Program and, unless Affiliate or USA Hockey require that this Agreement be re-executed, expressly renewed or modified, shall automatically be renewed annually unless Affiliate or Member Program provide advance written notice of its termination effective as of the following 31st of August.

On behalf of the Member Program, the undersigned certifies that I am authorized by the Member Program to agree to the terms above and to submit this Member Program Agreement to Affiliate and USA Hockey as a condition of sanctioning by USA Hockey and membership in the Affiliate.

Member Program Name: THIEF RIVER FALLS AMATEUR HOCKEY ASSOCIATION (TRFAHA)

Signature: 
Print Name: RANDALL R. RAKOSNIK
Title: PRESIDENT

Acknowledged and Received by Affiliate:

Signature: _____
Print Name: _____
Title: _____

Addendum to USA Hockey Member Program Agreement
Thief River Falls Amateur Hockey Association

Board of Directors

Randy Rakosnik – President
Nate Dicken – Vice-President
Jon Hams – Secretary
Jon Bushy – Treasurer (HOC)
Kip Fontaine – Past President
Dusty Arlt
Ross Dalzell
James Hurst
Elizabeth Jahn
Amber Johnson
Leif Spears

Hockey Operations Committee

Tim Bergland
Greg Bottem
Mike Eickman
Brett Johnson
Corey Poole
Mike Roff

Additional Roles

Kacie Arlt – Registrar
Elizabeth Erickson – Concession Scheduler
Jake Hall – Rink Attendant
Roy Holthusen – Rink Attendant
Gayland Jensen – Rink Attendant
Mandi Lund – Rink Attendant
Tim Magnusson – Referee Mentor
Rick Nordhagen – Tournament Director
Jeremy Williams – Referee Scheduler

Dated: August 6, 2019