

# THE UNITED STATES AEROBATIC TEAM



## CODE OF CONDUCT

The following U.S. Aerobatic Team rules have been established to help each of us bring honor and integrity to our country and our sport. Working together not only promotes individual growth, but also creates the spirit of team unity necessary to excel. The U.S. Aerobatic Foundation may withdraw the privilege of membership to the U.S. Aerobatic Team at any time where the Foundation determines that a member's conduct is materially inconsistent with the mission of the organization or the best interests of the sport and those who participate in it. Your commitment to the U.S. Aerobatic Team is a commitment to the acceptance of these rules and any violation can result in disciplinary action. If you have questions concerning any of these rules, you should contact the U.S. Aerobatic Foundation for further explanation.

**I. The following CODE OF CONDUCT applies to all participants in all competitions, exhibitions and training camps hosted, supported or sponsored by the United States Aerobatic Foundation.**

**A.** Team members will meet the highest standards of fairness, ethical behavior and genuine good sportsmanship in all relations with others.

**B.** Damage to public or private property will not be tolerated. U.S. Aerobatic Team Members understand that they can be held financially responsible for negligent, wanton or intentional damage to the property of others, and that he/she may be subject to disciplinary action by the United States Aerobatic Foundation. Any loss of, or damage to, property will be paid for by the individual(s) involved. In the event an individual cannot be specifically identified, the United States Aerobatic Foundation is permitted to spread out the damage costs over all individuals connected to the loss or damage. (E.g. all occupants of a hotel room can be equally charged for damage that may have been caused by only one person but is not proven as such).

**C.** The illegal use or illegal possession of drugs or engaging in criminal activity is strictly forbidden and if a Team Member is found to have illegally used or possessed illegal drugs, or if is found to engage in illegal activity during any U.S. Aerobic Foundation sanctioned or sponsored competition, exhibition, or training camp, he/she may be subject to criminal penalties as well as penalties imposed by the U.S. Aerobic Foundation.

**D.** All Team Members will conduct themselves in a manner which supports the welfare of aerobatics and the goals of the Team as a unit. Actions of each Team Member reflect upon the U.S. Aerobic Team, the U.S. Aerobic Foundation and the sport of aerobatics, both positively and negatively. It is understood that if the acts, statements or conduct of a U.S. Aerobic Team Member are considered detrimental to the welfare of the U.S. Aerobic Team or the U.S. Aerobic Foundation, he/she may be subject to penalties imposed by the U.S. Aerobic Foundation.

**E.** It is understood that the penalties that may be imposed may include, but are not limited to, probation, reduction or total loss of financial support from the U.S. Aerobic Foundation, loss of participation in U.S. Aerobic Foundation sponsored events, or temporary or permanent removal from the U.S. Team. In addition, the U.S. Aerobic Foundation's Team Manager has the authority to remove any U.S. Aerobic Team member from participation of activities, when and where he deems necessary, in accordance with this Code of Conduct.

## II. Elements of the Code

### A. Participant Relationships

Members of the United States Aerobatic Team are charged with the responsibility for contributing to an environment that makes participation in the sport a positive and rewarding experience. In order to achieve that result, each pilot has a special obligation to make decisions based on the best interest of the team. **It is inconsistent with this obligation for any Team Member to:**

1. Fail to follow the safety guidelines established by the FAA/CIVA/FAI/USAF/IAC, or otherwise knowingly subject a participant to unreasonable physical or emotional risk. These safety guidelines include Team guidelines promulgated in connection with Team travel and include any guidelines requiring adherence to formation flight briefings and flight leader instructions while traveling as a Team.
2. Engage in conduct that is unfair, including attempting to injure, disable or intentionally interfere with the preparation of a competitor/pilot.
3. Engage in conduct toward another participant in the sport, which is abusive. The United States Aerobatic Foundation recognizes that the process for training and motivating pilots will vary with each coach and each pilot, but it is nevertheless incumbent on everyone involved in the sport to support the development and use of motivational and training methods which avoid conduct which is, or is likely to be perceived, as being, abusive.
4. Engage in unsportsmanlike conduct, including, but not limited to, abusive language in public places, temper tantrums, inappropriate horseplay, or any such unbecoming conduct. We are proud of our Team, our sport and our country and should set good examples at all times.
5. Discriminate in the provision of resources or opportunities, or otherwise, as to any U.S. Aerobatic Team member, or prospective member on the basis of race, sex, creed, sexual orientation or age.
6. Attempt to intimidate, embarrass or improperly influence any individual responsible for judging or administering a competition.

7. Engage in business practices directed toward another U.S. Team Member, which are determined by a court or other similar official body, to be unethical, illegal or a breach of contract.

8. Divulge any information concerning training techniques and technical information to unauthorized persons.

**B.** All U.S. Aerobic Team Members involved with any U.S. Aerobic Foundation programs will honor not only the rules and regulations of the U.S. Aerobic Foundation but also those rules and regulations of any applicable service or material vendor or governmental entity (i.e. training facilities, meeting facilities, hotels, rental vans/cars, government transportation, etc) both nationally and internationally.

### **C. Responsibility**

A member of the United States Aerobic Team has a responsibility to the sport of aerobics and the rules and regulations, which govern it. **It is inconsistent with this obligation for any member to:**

1. Knowingly misrepresent the policies or actions of CIVA/FAI/IAC/USAF or its authorized representatives.
2. Fail to resort in the first instance to the established procedures for challenging a competitive result, contesting a team selection decision or attempting to reverse a policy adopted by the United States Aerobic Foundation. All official protests to any jury at which the Team is competing shall be submitted only through the Team Manager or delegate, as briefed for the particular contest.
3. Breach the duty to maintain appropriately established confidences of United States Aerobic Foundation and the United States Aerobic Team members.

### **D. Communication**

Members of the United States Aerobic Team have a duty to communicate honestly and openly with the United States Aerobic Foundation and its Board of Trustees and Staff, and with the member's teammates. **It is inconsistent with this obligation for any member to:**

1. Misrepresent competitive achievements, professional qualifications, education, experience, eligibility, criminal records or affiliations.

2. Knowingly disseminate false or misleading information about another member.
3. Withhold from Team Members information or resources likely to enhance the Team Members' enjoyment of the sport or reduce their risk of injury or illness.
4. Fail to consult with or inform fully, a Team Member, about opportunities made available to the Team Member involving competitions, commercial activities or recognition.
5. Misrepresent the nature or extent of an injury or illness in order to decline participation in a U.S. Aerobatic Foundation sponsored, supported or sanctioned event or competition.
6. Misrepresent the nature or extent of an injury or illness in order to participate in a U.S. Aerobatic Foundation sponsored, supported or sanctioned event or competition.

#### **E. Criminal Conduct**

Members of the United States Aerobatic Team are expected to comply with all applicable criminal codes. Any member who has been convicted of or has entered a plea of guilty or no contest to a criminal charge or indictment violates this obligation.

#### **F. Professional Development**

Members of the United States Aerobatic Team should strive to increase their level of proficiency and skill. To fulfill this obligation, members should:

1. Participate in recurring training programs.
2. Remain current on safety and training developments relevant to the sport of aerobatics and seek advice and counsel of colleagues and experts whenever such consultation is in the best interest of the Team Member.

#### **G. Conflict of Interest**

Members of the United States Aerobic Foundation and U.S. Aerobic Team are responsible for avoiding conflicts of interest in the conduct of business on behalf of the United States Aerobic Foundation. **It is inconsistent with this obligation for any Team Member to:**

1. Use, or be perceived as using, U.S. Aerobic Foundation properties, services, opportunities, authority or influence to gain private benefit. (Nothing in this provision shall be deemed to prohibit a Member from using his or her status as a Member as an inducement or aid in obtaining sponsorship.)
2. Incur expenses in furtherance of the United States Aerobic Foundation's business, which are unreasonable, unnecessary or unsubstantiated.
3. Participate , without full disclosure of the conflict and only with the consent of the other decision-makers, in the deliberation or decision-making process, regarding any matter in which the Team Member has a direct financial interest.

### III. Enforcement of Code

Compliance with this Code depends primarily, upon understanding and voluntary compliance, secondarily upon reinforcement by peers, and when necessary, upon enforcement through disciplinary action. Any individual who believes that a U.S. Aerobic Team Member has failed to meet his or her obligations under this Code is, under all but the most egregious circumstances, encouraged to first address that concern directly to that member. If that action does not result in a satisfactory resolution, the individual may file a written complaint with the President, Chairman of the Board of Trustees or other appropriate staff member of the United States Aerobic Foundation. **That complaint must be signed and must state specifically the nature of the alleged misconduct.** Upon review of the complaint and/or member who is the subject of the complaint, the President may:

1. Determine that the complaint does not merit further action.
2. Counsel the member who is the subject of the complaint and record both the complaint and the nature of the counseling in the member's permanent record.
3. Refer the complaint and related information to the Board of Trustees for investigation and action.

#### **IV. Appearances**

##### **A. Events**

1. U.S. Aerobatic Team members agree to make any and all reasonable efforts to compete in or appear at three (3) regional competitions as listed to be sanctioned by the IAC or the U.S. Aerobatic Foundation. If the list of events changes for reasons outside the control of the United States Aerobatic Foundation / IAC, the U.S. Aerobatic Foundation and the Team member will renegotiate the list.
2. The Team member agrees to assist the United States Aerobatic Foundation in its fund-raising activities, including three (3) forms of fundraising activities as directed by the U.S. Aerobatic Foundation. These activities can include selected fund-raising air shows.
3. The U.S. Team member agrees to compete in accordance with the rules and format for each event, as established in advance by the IAC or sanctioning body at the competition.
4. At each event, U.S. Aerobatic Team members agree to be available for scheduled media sessions or interviews and to otherwise cooperate with the United States Aerobatic Foundation in making appearances in support and promotion of the event.
5. U.S. Team members agree to support the United States Aerobatic Foundation by actively participating as a "team member" at each event.
6. U.S. Aerobatic Team member's participation in each event is on a non-exclusive basis. A Team member may appear in other events during the tenure as a Member, provided such other events do not interfere with the team member's travel to and performance in other contract events, and further provided that, by agreeing to this provision, the United States Aerobatic Foundation does not waive any eligibility requirements or restrictions in the USAF/IAC/FAI/CIVA rules as may otherwise apply to the team member.

##### **B. Media Training**

If requested by the Foundation, U.S. Aerobic Team members agree to participate in media training designed to assist team member with the media process, to understand the importance of working with the media, and to reinforce the role, mission and goals of the United States Aerobic Foundation.

## **V. Team Members Proficiency and Training**

### **A. Training Requirement**

The team member agrees to use his/her best and diligent efforts to train, and prepare for and participate in the events and activities which are the subject of this agreement and to be prepared both mentally and physically for appearances (competitions, exhibitions, etc) and to adhere to training schedules and regimens. Team member agrees to provide the U.S. Aerobic Foundation with a detailed training plan, if requested, including dates, and the name of the trainer.

### **B. Progress**

The United States Aerobic Foundation reserves the right to monitor a team member's progress if there is a question of that team member's preparedness and/or injury or illness.

**VI. Promotional Activities:** In addition to the U.S. Aerobic Team member's appearances as stated in this Code of Conduct, team member agrees to be available during his or her tenure to help promote aerobic events of the U.S. Aerobic Foundation, time and location to be mutually agreed upon by pilot and the U.S. Aerobic Foundation.

**VII. Team Apparel:** Team member agrees that any U.S. Aerobic Team apparel issued must be worn or used as outlined and that no conflicting apparel or equipment will be allowed without prior approval of the U.S. Aerobic Foundation. Official team apparel issued by the United States Aerobic Foundation must be worn during all press conferences, interviews and appearances in all activities outlined and determined by the United States Aerobic Foundation.

**VII. Administration:** U.S. Team member agrees to complete the following administrative responsibilities and to notify the United States Aerobic Foundation of any changes within five (5) business days.

- A. Obtain and maintain a current passport.
- B. Pilot Documentation: When requested, Team member agrees to provide all necessary forms and information to the United States Aerobic Foundation including, but not limited to, travel forms, team member agreements, biographical data, passport information, birth certificate, apparel sizes, etc.
- C. Advise the Foundation within 5 business days if the Member's Pilot's Certificate or Medical Certificate lapses, or is suspended or revoked.

**VIII. Limitation on Use of Identification:**

- A. The United States Aerobic Foundation may, during the term of this agreement, use the Team member's name, likeness, voice, performance and biographical material in advertising, promoting and endorsing the United States Aerobic Foundation and the U.S. Aerobic Team.
- B. Team member may not use the name, logos, service marks, trademarks or other identifications of the United States Aerobic Foundation or United States Aerobic Team for commercial purposes without the prior written approval of the United States Aerobic Foundation.

**IX. Assumption of Risk**

Team member understands the risks of injury and/or death that may occur in aerobics or in the course of preparing for, participating in and traveling to and from events and activities that are the subject of this agreement. Subject to any applicable insurance coverage afforded to the Team member hereunder, Team member assumes all such risks and the financial and legal consequences thereof.

By signing this document, you will be acknowledging that you have read it, understood it and are willing to abide by its contents.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name (Print) \_\_\_\_\_

Accepted by: \_\_\_\_\_