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4 **BYLAWS**
5 **OF**
6 **THE UNITED STATES SKI ASSOCIATION**

7
8 **ARTICLE I**
9 **Name, Non-Profit Status, and Corporate Seal**

10
11 A. Name. The name of this organization shall be the United States Ski
12 Association d/b/a U.S. Ski & Snowboard, and it shall serve as the National Governing Body
13 (hereinafter "the NGB"), recognized by the United States Olympic and Paralympic Committee
14 ("USOPC") and International Ski and Snowboard Federation ("FIS"), for skiing and
15 snowboarding in the United States of America. NGB may establish such acronyms or
16 abbreviations as may be appropriate for business use, and may establish logos, service marks
17 or trademarks as may be appropriate to further its purposes, mission recognition and goals.
18

19 B. Non-Profit Status. The NGB shall be incorporated under the laws of the state of
20 Utah as a not-for-profit Corporation and it shall be organized so as to qualify as a non-profit,
21 charitable, tax-exempt organization under section 501(c)(3) of the Internal Revenue Code.
22

23 C. Seal. The NGB shall have no corporate seals unless required by the laws of
24 the State of Utah.

1 **ARTICLE II**
2 **Offices and Agent**

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4 A. Business Office. The principal office of the NGB shall be located at 1 Victory
5 Lane, Park City, Summit County, State of Utah, 84060, or at such other location as may be
6 approved by the Board of Directors of the NGB (hereinafter "the Board").
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8 B. Registered Office. The principal office of the NGB shall also be its registered
9 office. The registered agent of the NGB at such registered office shall be the Chief Executive
10 Officer (CEO) of the NGB or their designee.
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12 C. Other Offices. The NGB may maintain other offices at such locations as may
13 be approved from time to time by the Board.

ARTICLE III
Vision, Mission, and Objectives

A. Vision. The **vision** of the NGB is to make the United States of America the best in the world in Olympic and Paralympic skiing and snowboarding.

B. Mission. The **mission** of the NGB is to lead, encourage and support athletes in achieving excellence by empowering national teams, clubs, coaches, parents, officials, volunteers, and fans.

C. Objectives. The **objectives** through which the NGB shall accomplish its mission shall include the following:

1. Educating, training, and supporting all members to achieve sustained success in all levels of ski and snowboard competition; and by helping members to use ski and snowboard competition to develop to their highest athletic and personal potential;

2. Ensuring that all NGB members and staff know and understand the vision, mission, and objectives of the NGB;

3. Serving as the National Governing Body (NGB) for the organization, regulation, and advancement of athletic competition in skiing and snowboarding in the United States of America, as recognized by and in affiliation with the International Ski and Snowboard Federation (FIS) and the U. S. Olympic and Paralympic Committee (USOPC);

4. Achieving and maintaining long-term financial stability;

5. Establishing, administering and promoting programs dedicated to the development and training of athletes in skiing and snowboarding as a means of healthful recreation, physical fitness and personal growth;

6. Educating and training members in the techniques of ski and snowboard competition at local, regional, national, and international levels;

7. Implementing a comprehensive annual program of competitions in skiing and snowboarding including entry level, junior and adult competitions, national championships, and such FIS sanctioned competitions as are annually awarded to be conducted in the United States of America;

8. Developing, revising as appropriate, promulgating, implementing, and enforcing a comprehensive body of competition rules for each skiing and snowboarding discipline including rules of athlete eligibility, in conformity with or supplementary to applicable FIS and USOPC rules, and the Ted Stevens Olympic and Amateur Sports Act of 1998 (the "Act");

9. Fostering and encouraging interest and participation in skiing and snowboarding by both competitive and recreational athletes, in a manner that advances diversity, equity, and inclusion in sport;

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10. Maintain and enforce an athlete safety program consistent with the policies and standards directed by FIS, the USOPC, and the Act; and

11. Serving as a national spokesperson for all disciplines of skiing and snowboarding to represent the legitimate interests of all skiers and snowboarders as a group in the United States of America.

1 **ARTICLE IV**
2 **USOPC and FIS Compliance**
3

4 NGB shall seek and attempt to maintain certification by the USOPC as the NGB for the
5 sport of skiing and snowboarding in the United States. In furtherance of that purpose, NGB
6 shall comply with the requirements of the Act and as mandated by the USOPC as such
7 requirements are promulgated or revised from time to time. In fulfilling compliance with the
8 requirements of the FIS and USOPC, and the provisions of the Act, the NGB shall:
9

10 A. at all times be autonomous in the governance of its sport in that it shall
11 independently determine and control all matters central to such governance, shall not delegate
12 such determination and control, and shall remain free from outside restraint;
13

14 B. keep membership open to all individuals who are amateur athletes, coaches,
15 trainers, managers, officials, and administrators in skiing and snowboarding and to amateur
16 athletic organizations active in skiing and snowboarding;
17

18 C. provide an equal opportunity to amateur athletes, coaches, trainers, managers,
19 administrators, and officials to participate in amateur athletic competition, without
20 discrimination on the basis of gender, age, race, ethnicity, color, religion, national origin, or
21 sexual orientation and with fair notice and opportunity for a hearing before declaring any such
22 individual ineligible to participate;
23

24 D. ensure that its Board and any other committees with governance
25 responsibilities are composed of members selected without regard to gender, age, race,
26 ethnicity, color, religion, national origin, or sexual orientation and demonstrate an
27 organizational commitment to diversity, equity, inclusion and access;
28

29 E. ensure that its Board and any other committees with governance
30 responsibilities including making recommendations or decisions directly impacting its elite
31 athletes include membership and voting strength of eligible athletes representatives to be not
32 less than thirty-three and three-tenths percent (33.3%). All Designated Committees must have
33 athlete representatives equal to at least 33.3%. Athlete representatives must qualify for NGB
34 membership and **athlete representative eligibility** shall be consistent with those
35 requirements set forth in the USOPC Bylaws as follows:
36

37 (1) Definitions:
38

39 (a) "Actively Engaged Athlete Representative" means an athlete
40 who qualifies as a 10 Year or 10 Year+ Athlete representative, or who has been
41 actively engaged in 24 months prior to election/selection by representing the
42 United States at a World Cup event or Grand Prix event discipline recognized
43 by FIS for which a competitive selection process was administered by the NGB.
44

45 (b) "10 Year" athlete representatives, shall have demonstrated, at
46 the time of election within the ten (10) years preceding election, their
47 qualifications as 10 Year athlete representatives by having:
48

49 (i) represented the United States in a Delegation Event or
50 an Elite Protected Competition; or
51
52

1 (ii) represented the United States at a Qualifying
2 Competition.
3

4 (c) "10 Year+" athlete representatives, shall meet the definition of a
5 10 Year athlete but more than ten (10) years shall have passed since the
6 athlete representative's last eligible competition.
7

8 (d) "Delegation Event" means, individually or collectively as
9 applicable, the Olympic Winter Games and the Paralympic Winter Games
10 representing the NGB in a sport recognized by FIS.
11

12 (e) "Elite Protected Competition" means an event defined by the
13 NGB AAC, approved by the USOPC NGB Athlete Representation Review
14 Working Group, which includes the following events: FIS World
15 Championships.
16

17 (f) "Protected Competition" means a Delegation Event or a
18 Qualifying Competition.
19

20 (g) "Qualifying Competition" mean any World Cup or Grand Prix
21 event in a discipline recognized by FIS for which a competitive selection
22 process was administered by the NGB.
23

24 (2) Athlete Representation on NGB Board. Athlete representatives will
25 equal at least 33.3% of voting members on the NGB Board. The composition and
26 eligibility for athlete representatives to the NGB Board shall be:
27

28 (a) At least 20% of those athlete representatives will be 10 Year
29 athlete representatives; the remaining will be either 10 Year or 10 Year+ athlete
30 representatives (as defined above).
31

32 (b) At least one-half of the individuals serving as athlete
33 representatives shall have competed in a Delegation Event.
34

35 (c) Up to one-half of the individuals serving as athlete
36 representatives may have competed in an event or discipline that is not a
37 Delegation Event, provided that such event or discipline is recognized by FIS, is
38 regularly included in the international competition program of FIS, and is funded
39 by the NGB.
40

41 (d) Athlete representatives for each discipline within the jurisdiction
42 of the NGB which has a concomitant Sport Committee will be (i) a 10 Year
43 athlete representatives (as defined above), (ii) shall have competed in a
44 Delegation Event or an Elite Protected Competition, and (iii) shall have been a
45 member of the NGB's national team.
46

47 (e) Athlete representatives may not be drawn from events that
48 categorize entrants in age-restricted classifications commonly known as
49 "Juniors," "Masters," "Seniors," "Veterans" or other similarly designated age-
50 restricted competition.
51

1 (f) An athlete who is a 10 Year athlete representative at the time of
2 their election shall remain a 10 Year athlete representative for the purposes of
3 calculating the percentage representation on the Board for the full duration of
4 their term as an Athlete Representative on the NGB Board, even if the athlete
5 no longer meets the requirement at some point during their term (i.e., the
6 athlete's most recent qualifying competition ages beyond the ten year mark
7 during the term).¹
8

9 (3) Athlete Representation on NGB Committees (Designated Committees
10 and Other Committees). Athlete representation on all NGB committees shall equal at
11 least 33.3% and the composition and eligibility for athlete representatives shall be:
12

13 (a) Designated Committees: At least half of those athlete
14 representatives will be 10 Year athlete representatives; the
15 remaining will be either 10 Year or 10 Year+.
16

17 (b) Other Committees: Any athlete that meets the Actively Engaged
18 Athlete representative definition.
19

20 (4) Election/Selection:
21

22 (a) NGB Board:
23

24 (i) Athlete Representatives for Sport Committees: Athlete
25 representatives to the NGB's board of directors that
26 have a concomitant Sport Committee shall be 10 Year
27 athlete representatives directly elected by a majority
28 vote of the eligible athletes who meet the standards
29 set forth above for 10 Year athlete representatives,
30 see Article VI (A)(4)(E) above and who earned their
31 eligibility competing in the same discipline;
32

33 (ii) Overall Athlete Representative: The Overall Athlete
34 Representative to the NGB Board shall be either 10
35 Year or 10 Year+ athlete representatives directly
36 elected by a majority vote of the eligible athletes who
37 meet the standards set forth above for 10 Year athlete
38 representatives, see Article VI (A)(4)(E) above; and
39

40 (iii) USOPC AAC Representative and USOPC AAC
41 Representative Alternate: The USOPC AAC
42 Representative and the USOPC AAC Representative
43 Alternate to the NGB Board shall be either 10 Year or
44 10 Year+ athlete representatives who have been
45 selected to represent the United States in a Delegation
46 Event directly elected by a majority vote of the eligible

¹ Where an athlete representative must be a 10 Year athlete representative, the following norms will apply: Time measurements for the 10 years is based on the date of the athlete representative's first day of service in the role; this measurement applies without adjustment or expiration throughout the term(s) of the position held by the athlete representative, including any consecutive reappointment term; and in cases where the representative's seat derives from an underlying office (e.g., an Athlete Representative on NGB Board serving on an NGB committee), this measurement is made based on the underlying office rather than the new role (i.e., no additional measurement applied).

1 athletes who meet the standards set forth above for 10
2 Year athlete representatives, see Article VI (A)(4)(E)
3 above. The individual with the highest vote total will
4 be elected as the USOPC AAC Representative and
5 the individual with the second highest vote total in the
6 opposite gender and a different discipline will be
7 elected as the USOPC Representative Alternate.
8

9 (b) Committees:

- 10
11 (i) Athlete representatives to the NGB's committees shall
12 be directly selected by the NGB AAC.
13

14 (c) Vetting:

- 15
16 (i) The NGB AAC will develop a process to identify and
17 vet candidates to serve as the 10 Year athlete
18 representatives.
19
20 (ii) The NGB AAC and the Nomination and Governance
21 Committee (as defined below) will develop a process
22 to jointly identify and vet candidates to serve as the 10
23 Year+ athlete representatives.
24

25 F. Provide procedures for the prompt and equitable resolution of grievances of its
26 members.
27

28 G. Submit to binding arbitration, in any controversy involving (i) the recognition of
29 the NGB as an NGB with respect to any component or discipline of skiing or snowboarding, or
30 (ii) the opportunity of any amateur athlete, coach, trainer, manager, administrator or official to
31 participate in amateur athletic competition, as provided for in the USOPC Bylaws.
32

33 H. Provide for reasonable direct representation on the Board for any other amateur
34 snowsport organization which conducts, on a level of proficiency appropriate for the selection
35 of amateur athletes to represent the United States of America in international amateur athletic
36 competition, a national program or regular national amateur athletic competition, and ensure
37 that such representation shall reflect the nature, scope, quality, and strength of the programs
38 and competitions of such other organization(s) in relation to all other such programs and
39 competitions in skiing and snowboarding in the United States of America.
40

41 I. Be a member of no more than one international sports federation which
42 governs a sport included on the program of the Olympic, Paralympic or Pan American Games.
43

44 J. Ensure that none of its officers are also officers of any other amateur sports
45 organization which is recognized as a National Governing Body.
46

47 K. Refrain from adopting or maintaining eligibility criteria relating to amateur status
48 which are more restrictive than those of the appropriate international sports federation.
49

50 L. Comply with the USOPC and U.S. Center for SafeSport Policies and
51 Procedures. NGB shall comply with all applicable athlete safety and child protection laws.
52 NGB shall require that its board of directors, officers, and employees clear an annual

1 background screen and comply with the U.S. Center for SafeSport training and requirements.
2 NGB shall adhere to the athlete safety rules and regulations of the USOPC. Additionally, the
3 USOPC has designated the U.S. Center for SafeSport as the independent safe sport
4 organization to investigate and resolve safe sport violations. The current safe sport rules,
5 policies, and procedures are available at the following website: www.safesport.org NGB shall
6 also adopt and maintain athlete safety policies and procedures consistent with the U.S. Center
7 for SafeSport's rules, policies, and procedures, as they may be modified or amended from
8 time to time. NGB's current athlete safety rules, policies, and procedures are available on its
9 website: www.uskiandsnowboard.org.

10
11 M. Comply with the USOPC and United States Anti-Doping Agency (USADA)
12 Rules and Regulations. NGB shall comply with the policies and procedures of the
13 independent anti-doping organization designated by the USOPC to investigate and resolve
14 anti-doping rule violations. The USOPC has designated USADA as that organization. The
15 current anti-doping rules, policies, and procedures are available at the following website:
16 www.usada.org.

ARTICLE V
Membership and Affiliation

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4 A. The NGB shall be a membership organization with membership open to all
5 regardless of gender, age, race, ethnicity, color, religion, national origin, or sexual orientation,
6 and who pay such membership fees as the Board shall approve from time to time.
7 Membership in NGB is a privilege and creates certain obligations and duties. The Board may
8 establish such membership requirements, which may include certain educational requirements
9 and dues. As a condition of membership, adult members must satisfactorily complete criminal
10 background checks and athlete protection and safety education as required by NGB. No
11 privilege of membership shall be available until all membership requirements are satisfied.
12 Further, all members agree to submit to the jurisdiction of NGB with respect to any violation of
13 NGB Rules, Policies and/or Codes of Conduct that occurs during a period when that individual
14 was a member or participating in the affairs of NGB and further agrees that NGB retains
15 jurisdiction over such violations and individual even if such individual ceases to be a member
16 of NGB.

17
18 B. The NGB shall have no voting members, as defined in the Utah Revised
19 Nonprofit Corporation Act. However, the membership of NGB shall consist of the following two
20 classes of non-voting members, whose rights and privileges are set forth in these Bylaws;
21 group members including clubs, divisions, regions, and other affiliated entities interested in
22 competitive skiing and snowboarding; and individual members, including athletes, coaches,
23 officials, and other individual members as determined from time to time by the Board.

24
25 a. Subject to individual review and approval by the Board, the NGB
26 shall permit and recognize affiliations with clubs, ski and snowboard
27 industry trade associations, and other organizations involved in skiing and
28 snowboarding that support the purposes of the NGB upon payment of an
29 affiliation fee set from time to time by the Board. An affiliation shall only
30 entitle the club, association or organization to those rights specifically
31 granted by the Board in the resolution granting the affiliation.

32
33 a. Upon written petition by an affiliated amateur sports organization,
34 and upon a finding by the Board that such organization conducts, on a level
35 of proficiency appropriate for the selection of amateur athletes to represent
36 the United States of America in international amateur athletic competition, a
37 national program or regular national amateur athletic competition, and that
38 such programs or competitions are of appropriate nature, scope, quality,
39 and strength in relation to all other such programs and competitions in
40 skiing and snowboarding in the United States of America, the Board shall
41 provide such organization reasonable direct representation on the Board.
42 The requirement of reasonable direct representation may be satisfied in
43 either of the following two ways, at the discretion of the Board: (i) by the
44 creation of a new individual seat or seats on the Board for each such
45 organization; or (ii) by the creation of one or more collective seats on the
46 Board to be shared with other similar organizations, as determined by the
47 Board.

48
49 a. Safe Sport. As a condition of membership in NGB and a
50 condition for participation in any competition or event sanctioned by NGB or
51 its affiliated clubs and organizations, each NGB member and each athlete,
52 coach, trainer, agent, athlete support personnel, medical or para-medical

1 personnel, team staff, official, and other person who participates in NGB
2 events (whether or not an NGB member), agrees to comply with and be
3 bound by the safe sport rules, policies, and procedures of the U.S. Center
4 for SafeSport and to submit, without reservation or condition, to the
5 jurisdiction of the U.S. Center for SafeSport for the resolution of any alleged
6 violations of those rules, policies, and procedures, as may be amended
7 from time to time, to the extent the alleged violations fall within the
8 jurisdiction of the U.S. Center for SafeSport. Each NGB member and each
9 athlete, coach, trainer, agent, athlete support personnel, medical or para-
10 medical personnel, team staff, official, and other person who participates in
11 NGB events (whether or not an NGB member), agrees to comply with and
12 be bound by NGB's athlete safety rules, policies, and procedures, and to
13 submit, without reservation or condition, to the jurisdiction of NGB for the
14 resolution of any alleged violations of the U.S. Center for SafeSport's rules
15 or of NGB's rules that do not fall within the U.S. Center for SafeSport's
16 exclusive jurisdiction and over which the U.S. Center for SafeSport declines
17 to exercise discretionary jurisdiction. To the extent any NGB rule is
18 inconsistent with the rules of the U.S. Center for SafeSport, such rule is
19 hereby superseded.
20

21 a. Anti-Doping. It is the duty of members of U.S. Ski & Snowboard
22 to comply with all anti-doping rules of the FIS, the World Anti-Doping
23 Agency (WADA), the U.S. Anti-Doping Agency (USADA), and the USOPC
24 including the USADA Protocol for Olympic and Paralympic Movement
25 Testing (USADA Protocol) and all other policies and rules adopted by FIS,
26 WADA, USADA, and the USOPC National Anti-Doping Policy. All members
27 agree to submit to drug testing by the FIS, WADA, and/or USADA or their
28 designees at any time and understand that the use of methods or
29 substances prohibited by the applicable anti-doping rules make them
30 subject to penalties including, but not limited to, disqualification and
31 suspension. If it is determined that a member may have committed a doping
32 violation, the member agrees to submit to the results management authority
33 and processes of USADA, including arbitration under the USADA Protocol,
34 or to the results management authority of the FIS and/or U.S. Ski &
35 Snowboard, if applicable or referred by USADA.
36

37 a. Suspension/Revocation. NGB may suspend or expel any
38 member, affiliation, or member sports organization that violations any bylaw
39 or any NGB-board approved operating policy, or whose officers are not
40 current members in good standing of NGB, after notice and an opportunity
41 to be heard by a three (3) person panel of the Board, appointed by the
42 Chair, including at least one (1) athlete representative. The Board shall vote
43 on the panel's recommendation at its next meeting. Any membership or
44 affiliation may be suspended or revoked for good cause upon two-thirds
45 (2/3) vote of the Board, provided that such actions shall be subject to the
46 grievance procedures set forth in Article IX, Section A of these bylaws.
47

1 **ARTICLE VI**
2 **Government and Operation**
3

4 A. Board. The Board shall lead the NGB in the pursuit of the realization of its
5 vision and the fulfillment of its mission, rather than managing the activities of the NGB in any
6 particular area or on a day-to-day basis.
7

8 1. Authority and Responsibilities. The authority and responsibilities of the
9 Board shall include the following:
10

11 (a) The Board shall ensure that the activities of the NGB are guided
12 by clear strategic plans, organizational priorities, and program goals and
13 objectives consistent with the vision, mission, and objectives of the NGB.
14

15 (b) The Board shall provide for the management of the NGB by a
16 CEO whose performance is regularly evaluated by the Board based upon well-
17 defined criteria. The CEO shall serve at the pleasure of the Board, which shall
18 have full authority to hire, contract with, conduct periodic performance
19 evaluations of, and replace the CEO of the NGB in its discretion.
20

21 (c) The Board shall adopt, and require consistent application of,
22 objectively set systems, policies, and procedures for the operation of the NGB.
23

24 (d) The Board shall endeavor to develop and maintain an effective
25 partnership between the paid professional staff and volunteer members of the
26 NGB.
27

28 (e) The Board shall require that the CEO operate and manage the
29 NGB in a manner which is fiscally and legally sound.
30

31 (f) The Board shall set the fiscal year of the NGB, and shall adopt
32 schedules listing all dues, fees, and other charges levied against NGB
33 members and affiliates which the Board deems to be necessary and
34 appropriate.
35

36 (g) The Board shall oversee the financial reporting process and
37 financial activities of the NGB throughout the fiscal year, communications with
38 stakeholders, and the NGB's legal and regulatory compliance program.
39

40 (h) The Board shall be responsible for the governance of all
41 disciplines under the jurisdiction of the NGB, and in discharging such
42 responsibility, the Board shall seek the recommendations of the relevant Sport
43 Committee on any matters specific to a particular discipline.
44

45 (i) The Board shall have the authority and the responsibility to
46 establish, review on an annual basis, regulate, modify, or disband committees,
47 working groups, or task forces, except that the Board shall not be authorized to
48 disband any committee established under these bylaws as a "Designated
49 Committee." Within the terms provided in these bylaws, the Board shall define
50 the mission and deliverables of committees, working groups, and task forces.
51

1 (j) The Board shall, in coordination with the CEO, appoint or
2 nominate the NGB's representative(s) to the FIS, who shall serve at the
3 pleasure of the Board.
4

5 (k) The Board shall, in coordination with the CEO, appoint or
6 nominate the NGB's representative(s) to the USOPC, who shall serve at the
7 pleasure of the Board. Generally, the Board shall make such appointments
8 prior to each quadrennial of the USOPC, but the Board may also do so during
9 an Olympic and Paralympic quadrennial to fill a position vacated by removal,
10 retirement, resignation or otherwise.
11

12 (l) The Board may accept, reject, or terminate jurisdiction of
13 disciplines at the annual meeting of members if, after reasonable public
14 discussion and debate at such meeting.
15

16 (m) The Board shall exercise all such other authority consistent with
17 these bylaws as may be necessary and appropriate to ensure the proper
18 government and functioning of the NGB.
19

20 (n) The Board may make distributions of the assets or income of the
21 NGB to a cooperative non-profit corporation consistent with its charitable,
22 educational purposes and/or for other purposes that further the NGB's
23 corporate interest.
24

25 2. The Board shall be comprised of members in good standing of the NGB
26 who, except for eligible athlete representatives, shall be over twenty-one (21) years of
27 age. A member is ineligible if he/she has:
28

29 (a) A felony conviction of any kind;
30

31 (b) Any conviction (misdemeanor or otherwise) for sexual abuse or
32 sexual assault of any kind;
33

34 (c) A conviction for another crime of fraud or moral turpitude within
35 the previous 15 years;
36

37 (d) Served a period of ineligibility for an intentional Anti-Doping Rule
38 Violation (ADRV) as determined by the World Anti-Doping Code (WADA);
39

40 (e) Served a period of ineligibility for a U.S. Center for SafeSport
41 Code violation;
42

43 (f) Received an interim sanction that resulted in suspension of
44 membership; or
45

46 (g) Failed to successfully complete the NGB's criminal background
47 screen.
48

49 All the foregoing disqualifiers apply only to the extent not formally and finally
50 reversed. Every director must disclose any suspension or ineligibility from a sport or
51 sport organization for rules violations or otherwise and directors have an ongoing duty
52 to disclose throughout the period of their service. If a potential or existing director is

1 under investigation, or has been formally accused of, any of the above infractions, that
2 individual will be asked to suspend their candidacy or leadership role until the
3 investigation or accusation has been adjudicated. Directors may be removed from
4 service in any instance where they have violated applicable NGB and USOPC policies,
5 subject to the terms of those policies.
6

7 The Nomination and Governance Committee will receive disclosures and
8 resolve questions and disputes in eligibility and the application of these qualifications
9 for service. The Nomination and Governance Committee may consult and confer with
10 the Ethics Committee on such matters as appropriate, particularly in cases that may
11 impact the NGB Code of Conduct or other NGB policies.
12

13 3. When a Board seat is going to become available due to a current
14 director's term ending, or becomes available due to the resignation or removal of a
15 director, the Board shall have the right, but not the obligation, to provide the
16 Nomination and Governance Committee with a written description of the qualifications,
17 skills, and experiences the Board feels would be beneficial to the corporation in its next
18 director. Criteria must include consideration of diversity of background. In any case,
19 regardless of whether or not the Board provides such written description, in case of a
20 vacancy, the Nomination and Governance Committee shall then solicit, review, and if
21 appropriate interview candidates for such Board seat and shall recommend one
22 candidate for the Board to consider in filling each available Board seat as is set forth in
23 Article IV(6)(A) (7)(b) below.
24

25 4. Every director shall be entitled to vote in person, or virtually as
26 permitted, on Board business unless the director is designated below as a non-voting
27 *ex officio* member or is ineligible under the NGB's conflict of interest policies. The
28 voting members of the Board of Directors shall consist of twenty-five (25) directors,
29 nine (9) of whom shall be athlete representatives (with an additional seat available for
30 an approved amateur snowsport organizations (see (h) below). Voting by proxy shall
31 not be permitted. The Board shall be constituted as follows:
32

33 Voting Directors:

- 34 a) Chair of the NGB;
35
36 b) One (1) director representing each of the Sport Committees
37 (seven total directors);
38
39 c) Six (6) directors from the U.S. Ski and Snowboard Foundation
40 ("USSF") Board of Trustees;
41
42 d) One (1) eligible athlete representative (as that term is defined in
43 Article IV, Section E above) for each discipline within the jurisdiction of the NGB
44 which has a concomitant Sport Committee (seven total athlete representatives);
45
46 e) Two (2) members of the NGB who shall serve on the Board at
47 the pleasure of the Board (at-large);
48
49 f) One (1) eligible athlete representative from any of the disciplines
50 within the jurisdiction of the NGB (the "Overall Athlete Representative");
51
52

- 1 g) One (1) USOPC AAC Representative; and
2
3 h) Any representatives of amateur snowsport organizations
4 approved for such representation pursuant to Article V, Section G of these
5 bylaws.
6

7 Ex Officio (Non-Voting) Directors:
8

9 (a) The CEO of the NGB who shall serve on the Board for the
10 duration of his/her employment as CEO and shall not be subject to any
11 prescribed term limits;
12

13 (b) One (1) USOPC AAC Representative Alternate;
14

15 (c) One (1) NGB representative to the International Ski Federation
16 (FIS) who shall serve on the Board at the pleasure of the Board, but whose seat
17 shall be considered for reappointment or a new appointment at least once every
18 two (2) years and who shall function in a non-voting capacity.
19

20 (d) One (1) NGB representative to the United States Olympic and
21 Paralympic Committee (USOPC) who shall serve on the Board at the pleasure
22 of the Board, but whose seat shall be considered for reappointment or a new
23 appointment at least once every two (2) years and who shall function in a non-
24 voting capacity.
25

26 (e) One (1) director who is the current elected President or Chair of
27 the Board of the National Ski Areas Association (NSAA) who shall function in a
28 non-voting capacity;
29

30 (f) One director who is the current elected President or Chairman of
31 the Board of SnowSports Industries of America (SIA) who shall function in a
32 non-voting ex-officio capacity;
33

34 (g) The Chair of the Audit Committee who shall function in a non-
35 voting capacity unless the person holds a voting seat on the Board through
36 other means; and
37

38 (h) The Immediate Past Chair of the NGB who shall function in a
39 non-voting capacity.
40

41 5. Board Terms. Board terms shall be subject to the following provisions:
42

43 (a) Term Limits.
44

45 (i) Voting Directors. Voting directors shall serve a four-year
46 term. Voting directors may serve for a maximum of two (2) full
47 consecutive terms, unless elected as Chair before the end of a second
48 (2nd) full consecutive term, in which case the director may serve on the
49 Board until the expiration of the term of his/her office as Chair.
50 Notwithstanding the foregoing, directors may be reconsidered for re-
51 nomination to the Board after a service gap of four years has elapsed.
52

1 (ii) CEO Director. The term of the CEO Director will continue
2 for so long as the CEO continues in that capacity and will terminate
3 immediately upon termination of the CEO's employment as CEO.
4

5 (iii) NSAA. The director representing the NSAA and SIA
6 shall serve on the Board so long as she/he satisfies the criteria set forth
7 above for the seat, and shall not be subject to any prescribed term
8 limits.
9

10 (iv) FIS and USOPC. Those directors representing the FIS
11 and USOPC shall serve on the Board at the pleasure of the Board, and
12 shall not be subject to any prescribed term limits.
13

14 (v) Ex Officio (Non-Voting) Directors. All other ex officio
15 directors shall serve on the Board at the pleasure of the Board, and
16 shall not be subject to any prescribed term limits.
17

18 (b) Staggered Terms. The Board shall provide for staggering of
19 terms on the Board (other than ex officio directors) by, from time-to-time,
20 extending or shortening terms of voting directors such that one-third or as
21 near to one third as is practicable shall be seated every other year.
22

23 (c) Term Completions. Directors will be seated and empowered
24 from the time of his/her election until his/her successor is duly elected. The
25 staggered terms for each director will end at the annual meeting of their
26 applicable term and new Board members' terms of office will begin at the
27 applicable meeting of applicable their applicable term; provided, however, that
28 each director will hold office until such director's successor will have been
29 elected and qualified, or until such director's earlier death, disability,
30 resignation, disqualification, incapacity, or removal.
31

32 (d) Sport Committee and USSF. In the event a seat representing
33 the USSF or a Sport Committee is vacated prior to the expiration of the
34 regular term for such seat, the relevant Sport Committee or the USSF Board
35 of Trustees shall nominate a replacement nominee for consideration by the
36 Nomination and Governance Committee who satisfy the requirements set
37 forth in these bylaws to serve for the duration of the vacated term.
38

39 (e) Athlete Representatives. In the event the seat of any eligible
40 athlete representative is vacated prior to the expiration of the regular term for
41 such seat, the new athlete representative will be elected pursuant to Article IV
42 (E)(4).
43

44 (f) Resignation, Removal, and Vacancies. When a director is
45 elected to fill a vacancy because of the resignation, removal, incapacity,
46 disability or death of a director, if the remaining term is for less than two (2)
47 years, then the director's service during such shortened term shall not count
48 towards the eight-year term limitation; and if the remaining term is for between
49 two (2) and four (4) years, then the director's service during such shortened
50 term shall count as four-years toward the eight-year limitation described
51 above. This approach will also apply to committee member terms.
52

1 (g) Any director may be removed for cause by the Board by the
2 affirmative vote of two-thirds (2/3) of all other members of the Board, after due
3 notice to and opportunity to respond by the respective director. Cause may
4 include, but not be limited to, unexcused absence from two (2) consecutive
5 meetings of the Board.
6

7 6. Compensation. Except for the CEO Director, directors shall not receive
8 compensation for their services as directors, although the reasonable expenses of
9 directors may be paid or reimbursed in accordance with NGB's policies. Directors are
10 disqualified from receiving compensation for services rendered to or for the benefit of
11 NGB in any other capacity. However, athlete representatives that are currently
12 competing shall be entitled to receive any eligible benefits from NGB in connection with
13 their capacity as athletes.
14

15 7. Independent Directors. The Nomination and Governance Committee
16 (as defined below) shall select, using whatever process the Nomination and
17 Governance Committee determines to be appropriate, two (2) directors from among
18 individuals considered to be Independent Directors.
19

20 The Board, through the Nomination and Governance Committee, shall
21 affirmatively make a determination as to the independence of each director, and
22 disclose those determinations. Under the definition of "independence" adopted by the
23 Board, an "independent Director" shall be determined to have no material relationship
24 with NGB, either directly or through an organization that has a material relationship
25 with NGB. A relationship is "material" if, in the judgment of the Nomination and
26 Governance Committee, it would interfere with the director's independent judgment.
27 To assist it in determining whether a director is independent, the Board shall adopt the
28 guidelines set forth below, which shall be applied on a case-by-case basis by the
29 Nomination and Governance Committee.
30

31 A director shall not be considered independent if, within the preceding two (2)
32 years:

33
34 (a) the director was employed by or held any governance position
35 (whether a paid or volunteer position) with NGB or FIS;

36
37 (b) an immediate family member of the director was employed by or
38 held any governance position (whether a paid or volunteer position) with NGB
39 or FIS;

40
41 (c) the director or an immediate family member of the director was
42 affiliated with or employed by NGB's outside auditor or outside counsel;

43
44 (d) the director is a member of the NGB AAC or any constituent
45 group with representation on the Board;

46
47 (e) the director receives any compensation from NGB, directly or
48 indirectly;

49
50 (f) the director is an executive officer, controlling shareholder, or
51 partner of a corporation or partnership or other business entity that does
52 business with NGB;

1
2 (g) the director is a member of the NGB in a membership category
3 that participates in competitions;
4

5 (h) the director is an agent or representative of an athlete that
6 competed in a Protected Competition in the last two years; or
7

8 (i) the director is the parent, close family member, or coach of an
9 athlete that competed in a Protected Competition in the last two years.
10

11 The director must maintain an independent perspective by maintaining the
12 requirements above for their entire term and any successive term with the exception of
13 (a) and (f), provided that the only governance position they hold is their board position
14 or related to their board position and that all payments are reimbursement of expenses
15 reasonably incurred as part of their board duties.
16

17 The Nomination and Governance Committee will review at least annually the
18 independence of “independent directors” and others who are required by these Bylaws
19 to be independent. Board members will disclose their activities and affiliations
20 pertinent to this section at least annually, and at any time that such activities or
21 affiliations change, as part of the NGB’s conflicts of interest disclosure process.
22

23 8. The Board shall provide a reasonable opportunity during the annual
24 meeting for NGB members to comment upon the actions and policies of the Board and
25 the NGB.
26

27 B. Chief Executive Officer. The NGB shall have a Chief Executive Officer (“CEO”)
28 who shall be appointed by and serve at the pleasure of the Board, and who shall be
29 responsible for the management and operation of the NGB and its subsidiaries, in accordance
30 with the general policy directives of the Board.
31

32 1. The CEO shall be responsible for writing or approving job descriptions,
33 employing agents and/or staff, fixing terms of service and compensation, and
34 periodically reviewing the performance of the paid professional staff of the NGB.
35

36 2. The CEO shall be responsible for developing and maintaining an
37 effective partnership with the paid professional staff.
38

39 3. The CEO must be exclusively employed by NGB and not be engaged in
40 any other profession or employment.
41

42 4. The CEO may take actions, under the Board’s direction, reasonably
43 necessary to protect NGB from liability to third parties or to protect the NGB’s and the
44 sport’s integrity. The CEO may act under this paragraph without first consulting the
45 Board only under extraordinary, time-sensitive circumstances, and shall consult with
46 the Chair and other appropriate individuals in connection with the action. Emergency
47 actions with respect to members, committees, or any other individual or entity under
48 NGB’s jurisdiction are further governed by Article IX.
49

50 5. The CEO is entrusted to conduct the business affairs of the NGB with
51 prudence, good business judgment, and in a financially and ethically responsible
52 manner. The CEO, acting in his/her fiduciary capacity, and subject to such restrictions

1 as may be imposed by the Board, is empowered to make whatever financial and
2 management decisions he/she deems to be in the best interest of the NGB, and is
3 specifically empowered, among other things, to do the following absent contrary
4 direction from the Board:

- 5
- 6 (a) Enter into binding agreements on behalf of the NGB;
- 7
- 8 (b) Borrow funds on behalf of the NGB;
- 9
- 10 (c) Commit the resources of the NGB; and
- 11
- 12 (d) Propose budgets and establish financial controls.
- 13

14 C. Chair and Vice Chair. The Board shall elect, from among its voting members, a
15 Chair and a Vice Chair, each of whose terms of office shall be four years. The election and
16 duties of the Chair, Vice Chair shall be as set forth below:

17

18 1. The responsibilities of the Chair shall be to preside at all meetings of the
19 Board. The Chair shall be a full voting member of the Board, and also be an ex-officio
20 member of all committees. The term of the office of Chair shall be four years, which
21 shall be timed so that every other term commences at the first annual meeting of
22 members following the most recent Olympic Winter Games and Paralympic Winter
23 Games. The Chair may only serve two consecutive four (4) year terms as Chair.
24 Election of a member to the office of Chair shall extend the ability of that member to
25 serve on the Board for longer than is permitted pursuant to Article VI(A)(5). The Chair
26 will not be eligible to receive any honorary awards of the NGB during his/her tenure
27 and until one year after his/her replacement by his/her successor. Any director may
28 nominate any other director for direct election to the office of Chair. At the time he/she
29 takes office, the Chair shall vacate his/her former seat on the Board and shall occupy
30 only the seat of the Chair. His/her former seat shall be deemed vacated and shall be
31 filled in accordance with the procedures set forth in these bylaws for filling mid-term
32 vacancies.

33

34 2. The Vice Chair shall discharge the duties and obligations of the Chair in
35 his/her absence. The Vice Chair shall be elected by the Board from among its current
36 members every four years at the annual meeting of members, and at a time prior to the
37 consideration of nominations of new members to the Board. The Vice Chair may only
38 serve two consecutive four (4) year terms as Vice Chair and election of a member to
39 the office of Vice Chair shall not extend the ability of that member to serve on the
40 Board for longer than is permitted pursuant to Article VI(A)(5). Election of the Vice
41 Chair shall be timed such that every other term of the Vice Chair shall commence at
42 the first annual meeting of members following the most recent Olympic Winter Games
43 and Paralympic Winter Games. Any director may nominate any other director for the
44 position of Vice Chair. The Vice Chair shall be seated and empowered from the time of
45 his/her election until his/her successor is duly elected.

46

47 3. Should the Chair's position be vacated prior to the natural expiration of
48 her/his term, the Executive Committee shall be empowered to meet as soon as
49 practicable to select an interim Chair who will serve as Chair until such time as the
50 Board can elect a replacement Chair. In no event shall the interim Chair so designated
51 serve past the next regularly scheduled Congress meeting unless she/he is elected to

1 be the permanent replacement or if the Board determines in its discretion to extend
2 her/his term as interim Chair.

3
4 C. Committees of the Board.

5
6 1. Definitions:

7
8 (a) "Designated Committee" means any NGB committee that makes
9 recommendations or decisions directly impacting its elite athletes including the
10 following committees:

- 11 (i) Executive Committee
- 12 (ii) Nomination and Governance Committee
- 13 (iii) Sport Committees
- 14 (iv) Judicial Committee
- 15 (v) Ethics Committee
- 16 (vi) Audit Committee
- 17 (vii) Finance Committee
- 18 (viii) Compensation Committee
- 19 (ix) Selection Committee

20
21
22 Any Designated Committee must have athlete representatives equal to
23 at least thirty-three and three-tenths percent (33.3%) with voice and vote.

24
25 (b) "Other NGB Committee" means any NGB committee not
26 contemplated by the definition of "Designated Committee" in these bylaws.

27
28 (c) Committee members will not receive compensation for their
29 services, although the reasonable expenses of athlete representatives may be
30 paid or reimbursed in accordance with the policies of the NGB.

31
32 2. Executive Committee: The Board shall form, from among its members,
33 an Executive Committee which shall be empowered to act upon all matters requiring
34 Board attention between meetings of the full Board. The Executive Committee shall
35 have authority to act for the Board only in meetings in which all voting Executive
36 Committee members are participating, and during such times the Executive Committee
37 shall possess the same powers, authority and responsibilities as the Board. The
38 Executive Committee shall discharge its responsibilities in accordance with the
39 following provisions:

40
41 (a) The Executive Committee shall consist of five (5) voting
42 members, including the Chair; the Vice Chair; the USOPC AAC Representative,
43 an athlete representative chosen by the NGB AAC, and one additional member,
44 chosen by the Chair. The Chair shall chair the committee. The CEO shall be a
45 non-voting member of the Executive Committee and shall participate in all
46 meetings. With the exception of the Chair, Vice Chair, and CEO who shall
47 serve on the Executive Committee as long as they hold their respective
48 positions, members of the Executive Committee shall be considered for re-
49 appointment every two (2) years.

50
51 (b) All actions taken by the Executive Committee must be ratified by
52 the Board at its next meeting where a quorum is present, and if not so ratified,

1 fail and measures taken in support of the action should be reversed to the
2 extent reasonably possible.
3

4 3. Nomination and Governance Committee. The Board shall form, from
5 among its members, a Nomination and Governance Committee.
6

7 (a) The Nomination and Governance Committee shall be comprised
8 of five (5) members of the Board, representing a cross-section of backgrounds,
9 selected by the Board Chair, and shall include at least two eligible athlete
10 representatives, selected by the NGB AAC.
11

12 (b) The Nomination and Governance Committee shall select
13 candidates for the Board to consider as follows: If a vacancy occurs or is about
14 to occur in a position of a director selected from individuals nominated by the
15 Sport Committees, or USSF, that constituency shall nominate up to two (2)
16 individuals to be considered by the Nomination and Governance Committee for
17 selection to be a director. Should a constituent group forward only one
18 nominee, the Nomination and Governance committee shall have the right, but
19 not the obligation, to nominate one other candidate for review. The Nomination
20 and Governance Committee shall review each nominee to the Board to
21 determine his/her ability to provide effective representation and leadership on
22 the Board, including such things as whether such nominee appears to maintain
23 as a principal focus the well-being of the NGB generally rather than any
24 particular interest or issue; and whether he/she possesses the requisite
25 understanding of his/her particular discipline, competitive skiing and
26 snowboarding generally, corporate operations or other matters necessary to
27 provide effective representation on the Board. The Nomination and
28 Governance Committee shall then select a candidate and forward that
29 candidate to the Board for its approval.
30

31 (c) The Nomination and Governance Committee may also be used
32 to assist the Board in appointing any committees created by the Board or which
33 the Board is required to fill under these bylaws.
34

35 (d) The Nomination and Governance Committee shall, at the
36 request of the Chair, work with the President and CEO to develop and
37 implement an appropriate orientation program for new Directors and continuing
38 education of existing Directors
39

40 (e) The Nomination and Governance Committee shall, at the
41 request of the Chair, review from time to time the governance structures of the
42 NGB and propose any changes which may be necessary and/or desirable.
43

44 4. Sport Committees. The NGB shall have one Sport Committee for each
45 discipline under its jurisdiction that shall work with designated employees to develop
46 plans, strategies and policies for submission to the CEO for the development and
47 operation of their respective disciplines, and to assist the company in the operation of
48 its programs within their respective disciplines. Each Sport Committee shall be a
49 Designated Committee so long as its respective discipline remains subject to the
50 jurisdiction of the NGB.
51

1 (a) Each Sport Committee shall consist of members of the relevant
2 discipline, selected without regard to race, color, religion, national origin,
3 sexual orientation, or gender, and elected by popular vote of the members of
4 the relevant discipline, unless specifically provided to the contrary below or in
5 Sport Committee operating procedures approved by the Board. Each Sport
6 Committee shall include among its members at least the following
7 representatives:

8
9 (i) One member who is a member coach in the relevant
10 discipline, elected by the members who are member coaches in the
11 relevant discipline;

12
13 (ii) One member who is an official in the relevant discipline,
14 elected by the members who are officials in the relevant discipline;

15
16 (iii) At least thirty-three and three-tenths percent (33.3%)
17 eligible athlete representatives, appointed by the AAC; and

18
19 (iv) The CEO of the NGB, or his/her designated
20 representative(s).

21
22 (b) Subject to approval by the Board, a Sport Committee may
23 organize itself and/or its discipline by geographic subdivisions and may provide
24 that some or all seats on the committee shall be filled by members
25 representing certain geographic subdivisions within the discipline. Geographic
26 subdivisions and Sport Committee structure shall not be established arbitrarily
27 or in such a way as to excessively concentrate representation or authority in
28 any particular geographic subdivision.

29
30 (c) Subject to approval by the Board, each Sport Committee shall
31 have a chair and vice-chair, and those officers shall be selected by the
32 members of the Sport Committee.

33
34 (d) Subject to any restrictions stated expressly in, or necessarily
35 implied by, these bylaws, and to approval by the Board, each discipline shall
36 be entitled to establish its own operational policies and procedures enabling it
37 to conduct its affairs in any manner approved by a majority of its members,
38 including without limitation, organization into geographic subdivisions.

39
40 (e) Each Sport Committee shall complete the nomination of its
41 Board representative prior to the commencement of the annual meeting at
42 which the Board is scheduled to elect its officers.

43
44 (f) Sport Judicial Panel. Each Sport Committee shall form a Judicial
45 Panel composed of at least three disinterested and impartial members. At
46 least thirty-three and three-tenths percent (33.3%) of the Judicial Panel shall
47 be composed of eligible athletes as that term is defined in Article IV, Section E
48 above. Each discipline's Judicial Panel shall be responsible for providing up to
49 two (2) members to the NGB Judicial Committee to provide expert review
50 within the sport discipline and conducted in accordance with Article IX below,
51 concerning suspension or revocation of the right of members to participate in
52 Protected Competition (as defined in the USOPC Bylaws).

1
2 5. Judicial Committee. There shall be a Judicial Committee appointed by
3 the Board who shall serve for fixed terms. Decisions of the NGB Judicial Committee
4 shall be final and non-appealable within the NGB but may have other avenues of
5 appeal by statute and by USOPC Bylaws. The NGB Judicial Committee shall
6 establish policies and procedures not inconsistent with these Bylaws, which shall be
7 approved by the Board. All members of the NGB Judicial Committee shall be
8 disinterested individuals without a conflict of interest to the individuals or situations
9 being heard.

10
11 (a) The composition of the Judicial Committee shall be composed of
12 at least thirty-three and three-tenths percent (33.3%) eligible athletes as that
13 term is defined in Article IV, Section E above and shall be as follows:

14
15 (i) A member at large of the NGB who shall serve as the
16 Judicial Committee's Chair and who should have some legal training as
17 a prerequisite for consideration.

18
19 (ii) Two (2) eligible athlete members selected by the
20 Athletes' Advisory Council.

21
22 (iii) Two (2) members at large of the NGB.

23
24 (b) Except for athlete representatives, nominations for appointment
25 to the Judicial Committee shall be provided to the Board by the Nomination
26 and Governance Committee. In preparing to present such nominations, the
27 Nomination and Governance Committee shall place significant weight on the
28 availability of members under consideration to be located and contacted on
29 short notice during the competition season as well as the members' knowledge
30 of the NGB and of judicial process in general. Members of the Judicial
31 Committee shall be considered every four (4) years for retention.

32
33 (c) The Judicial Committee may request assistance with
34 investigations from the Sport Judicial Panel from the discipline most closely
35 involved in the particular issue before the NGB Judicial Committee.

36
37 6. Ethics Committee. There shall be an Ethics Committee appointed by
38 the Board.

39 (a) The composition of the Ethics Committee shall be composed of
40 at least thirty-three and three-tenths percent (33.3%) eligible athletes as that
41 term is defined in Article IV, Section E above and shall be as follows:

42
43 (i) No more than one member of the Ethics Committee may
44 be a director at any one time.

45
46 (ii) Except for athlete representatives, the other members
47 shall be proposed by the Nomination and Governance Committee and
48 approved by the Board and shall be considered every two (2) years for
49 retention and there shall be no limit on the number of terms that can be
50 served.

1 (b) The Ethics Committee shall be responsible for the administration
2 of the written code of conduct and ethical practices promulgated by the Board.
3

4 (c) The Ethics Committee will monitor compliance with annual
5 reporting requirements of conflicts of interest and ethical practices and submit
6 an annual report to the Board and otherwise report to the Board upon request.
7

8 (a) The Ethics Committee shall be a Designated Committee.
9

10 7. Audit Committee. There shall be an Audit Committee appointed by the
11 Board. The composition of the Audit Committee shall be composed of at least thirty-
12 three and three-tenths percent (33.3%) eligible athletes as that term is defined in
13 Article IV, Section E above. The Audit Committee's primary duties and responsibilities
14 are to review and appraise the audit efforts of the organization's independent
15 accountants, to provide an open avenue of communication among the independent
16 accountants, management, and the Board of Directors, and to serve as an
17 independent and objective party to review and monitor the organization's financial
18 reports and internal control processes. The Audit Committee shall recommend
19 policies and procedures not inconsistent with these Bylaws, which shall be approved
20 by the Board. The Audit Committee shall be a Designated Committee. Except for
21 athlete representatives, nominations for appointment to the Audit Committee shall be
22 provided to the Board by the Nomination and Governance Committee.
23

24 8. Finance Committee. There shall be a Finance Committee appointed by
25 the Board. The composition of the Finance Committee shall be composed of at least
26 thirty-three and three-tenths percent (33.3%) eligible athletes as that term is defined in
27 Article IV, Section E above. The Finance Committee's primary duties and
28 responsibilities are to provide recommendations for budget approval, endowment
29 draws, ongoing financial management, and capital structure of the organization. The
30 Finance Committee shall recommend policies and procedures not inconsistent with
31 these Bylaws, which shall be approved by the Board. The Finance Committee shall
32 be a Designated Committee. Except for athlete representatives, nominations for
33 appointment to the Finance Committee shall be provided to the Board by the
34 Nomination and Governance Committee.
35

36 9. Compensation Committee. There shall be a Compensation Committee
37 appointed by the Board. The Compensation Committee will consist of at least three (3)
38 members, all of whom will be members of the Board. The Compensation Committee
39 will include at least one athlete representative to the Board and if there is only one
40 athlete representative, such athlete representative will be a 10 Year athlete
41 representative. The Compensation Committee will annually review the incentive
42 compensation and other compensation plans of the NGB and make recommendations
43 to the Board as appropriate. Additionally, the Compensation Committee will review
44 the performance of the CEO at least annually in relation to the NGB's achievement of
45 strategic goals, and recommend for Board approval the CEO's annual compensation
46 (including salary, bonus, incentive compensation, and any other compensation) based
47 on such performance, to consult with the Board on this work and secure appropriate
48 Board approvals, and to communicate performance feedback to the CEO in
49 conjunction with the Chair.
50

51 10. Selection Committee. Any Selection Committee with a role in the
52 development, approval, and implementation of selection criteria for the selection of

1 athletes, coaches and/or staff for protected competition will consist of at least three (3)
2 members and will include at least one athlete representative to the Board and if there
3 is only one athlete representative, such athlete representative will be a 10 Year athlete
4 representative.

5
6 11. Athletes' Advisory Council (AAC). There shall be an Athletes' Advisory
7 Council which shall broaden communication between the NGB and athletes, and
8 represent to the Board from time to time the interests of the athletes. The Athletes'
9 Advisory Council shall be constituted, organized, and operated as determined by the
10 vote of the eligible athletes, subject to approval by the Board, and in accordance with
11 the USOPC's requirements.

1 **ARTICLE VII**

2 **Meetings**

3
4 A. The annual meeting of the NGB pursuant to Utah Code Ann. § 16-6a-701 shall
5 be held in the spring or summer in conjunction with the spring or summer meetings of the
6 Board and the Sport Committees.

7
8 B. The Board shall meet as a body at least once during each fiscal year, in
9 accordance with the following provisions:

10
11 1. Annual Meeting. An annual meeting of the Board shall be held in
12 conjunction with the annual meeting of members and of Sport Committees in spring or
13 summer.

14
15 2. Regular Meetings. All regular meeting dates will be established at the
16 prior board meeting with written notice of each meeting to be given at least sixty (60)
17 days prior to each meeting.

18
19 3. Special Meetings. Special meetings of the Board may be called by the
20 Chair or seven (7) directors by written request to the Chair and Vice Chair. Time,
21 place, reason, and agenda for special meetings will be sent to all directors with a
22 minimum of thirty (30) days' notice per meeting, unless an emergency requires less
23 notice. In the event of failure by the Chair to: (1) call a special meeting of the Board
24 within ten (10) days of written request by seven (7) directors, as described above, or
25 (2) poll the members of the Board and determine that a majority choose not to conduct
26 a special meeting, then the Vice Chair is empowered and required to call such a
27 meeting in the same manner as the Chair. The only business that may be conducted at
28 a special meeting shall be that which has been contained within the agenda
29 transmitted with the written request discussed above.

30
31 4. Open Meeting. Meetings of the Board will be held in person and/or via
32 video conference at the time and place determined by the Board. All meetings of the
33 Board shall be open to attendance by any interested member in good standing of the
34 NGB, except that the Board may close such meetings for discussion of personnel
35 issues or matters of a legally sensitive nature.

36
37 5. Attendance. Directors shall be expected to attend all regularly
38 scheduled Board meetings. Directors shall be required to attend no less than one half
39 (1/2) of all regularly scheduled meetings. Directors or any committee designated by
40 the board may participate in a meeting of such board or committee in person or by
41 means of video or telephone conference or similar communication equipment by which
42 all persons participating in the meeting can hear each other at the same time.

43
44 6. Notice. Whenever any notice is required to be given by the Utah
45 Revised Nonprofit Corporation Act, by the Articles or these bylaws, a waiver thereof in
46 writing, signed by the person or persons entitled to the notice, whether before or after
47 the time stated therein, shall be deemed equivalent to the giving of such notice;
48 provided, however, that notice may not be waived for amendments to these bylaws.
49 Attendance of a person at any meeting shall constitute a waiver of notice of the
50 meeting, except where any person attends a meeting for the express purpose of
51 objecting to the transaction of any business because the meeting was not lawfully
52 called or convened, and the person so objects at the beginning of the meeting.

1
2
3 7. Action of the Board/Consent. Any action required or permitted to be
4 taken at a meeting of the Board or of a committee of the Board, except for votes to
5 amend the Bylaws of NGB may be taken without a meeting if NGB delivers a written
6 ballot to every Director or Committee member entitled to vote on the matter. A written
7 ballot shall set forth each proposed action and provide an opportunity to vote for or
8 against each proposed action. All written ballots shall (1) indicate the number of
9 responses needed to meet quorum requirements, (2) state the percentage of approvals
10 necessary to approve each matter, (3) specify the time by which a ballot must be
11 received by NGB to be counted, and (4) be accompanied by written information
12 sufficient to permit each person to make an informed decision on the matter presented.
13 Approval by written ballot shall only be valid when those entitled to vote are given at
14 least fifteen (15) days from the day on which the notice is mailed, and the number of
15 approvals equals or exceeds the number of votes that would be required to approve
16 the matter at a meeting at which the total number of votes cast was the same as the
17 number of votes cast by ballot.
18

19 8. Procedures. In the event of a procedural dispute, Robert's Rules of
20 Order, most current edition, will be consulted and will govern. In the event of any
21 ambiguity or deficiency in these bylaws, the Board shall adopt an interpretation of the
22 provision at issue.
23

24 9. Minutes. The Chair shall arrange for the taking of minutes at all
25 meetings of the Board and at the annual meeting of members and will certify that they
26 represent an accurate meeting history. The minutes of all meetings of the Board shall
27 be published on the organization's publicly available website after approval by the
28 Board.
29

30 C. Sport Committee. The Sport Committees shall meet at least once during each
31 fiscal year, and all meetings of each Sport Committee shall be governed by the following
32 provisions and any procedures adopted by the Sport Committee which do not conflict with
33 these bylaws:
34

35 1. The Sport Committees shall meet once in conjunction with the annual
36 meeting in spring or summer.
37

38 2. All meeting dates will be established at the prior Sport Committee
39 meetings, with written notice of each meeting to be given at least sixty (60) days prior
40 to each meeting.
41

42 3. The Sport Committees may establish additional meeting schedules, and
43 procedures for calling special meetings, so long as such schedules and procedures do
44 not conflict with these bylaws.
45

46 D. Any member of the Board or any Sport Committee not physically present at a
47 meeting may participate in such meeting using any video or telecommunications system that
48 enables him/her to engage in two-way communication with all the other directors taking part in
49 the meeting and shall be deemed present in case of such participation.
50

51 E. Quorum. At any meeting of the Board or any Designated Committee or Other
52 Committee, a quorum shall consist of a simple majority of all directors or members of the

1 committee entitled to vote. A meeting at which a quorum is initially present may continue to
2 transact business notwithstanding the withdrawal of directors or committee members if any
3 action taken is approved by a number which would constitute at least a simple majority of the
4 required quorum; provided that the following actions can only be taken when a full quorum is
5 present: (i) election of officers; (ii) approval of annual budgets by the Board; and (iii) such other
6 issues as may be designated elsewhere in these bylaws as requiring a certain number of
7 votes or attendees.

1 **ARTICLE VIII**

2 **Conflict of Interest, Ethical Practices, and Policies**

3
4 A. The Board shall adopt a written code of conduct and ethical practices for the
5 NGB that shall include the requirement that each officer, each director of the Board, and of
6 each Sport Committee member, as well as senior staff members, annually agree in writing to
7 abide by such code. The code may be amended from time to time by the Board as it may
8 deem advisable.

9
10 B. The code of conduct shall be administered by the Ethics Committee, and shall
11 include at least the following restrictions:

12
13 1. Any officer of the NGB, or member of the Board, or of any Sport
14 Committee, who has a financial interest in any contract or transaction involving the
15 NGB shall have no vote with respect to approval of such contract or transaction; and

16
17 2. No NGB member shall receive any form of compensation or
18 reimbursement of travel expenses from the NGB unless specifically authorized by the
19 Board. Directors may be reimbursed for travel expenses incurred attending Board
20 meetings, upon demonstration of financial need and subject to Board approval. Athlete
21 representatives that are currently competing shall be entitled to receive any eligible
22 benefits from NGB in connection with their capacity as athletes.

23
24 D. NGB shall adopt an athlete safety policy applicable to all members, delegates,
25 athletes, coaches, managers, officials, trainers, members of any committee, and any other
26 person or entity while acting in an official capacity with the NGB, which policy must satisfy the
27 minimum standards mandated by the USOPC.

28
29 E. NGB shall adopt grievance and complaint procedures as set forth in Article IX
30 below.

31
32 F. NGB shall adopt other relevant policies to effectively run and govern the
33 organization.

1 **ARTICLE IX**

2 **Disciplinary Authority, Grievances, Suspensions, and Appeals**

3
4 **A. Types of Grievances.** NGB has the authority to hear and render decisions on
5 the following types of complaints pursuant to the relevant complaint procedures set forth in this
6 Article:

- 7 a. NGB Compliance Grievance. A complaint alleging that NGB has (i) violated
8 a NGB Bylaw, rule, regulation, or policy, or (ii) failed to discharge its
9 obligations as a National Governing Body under the USOPC Bylaws or the
10 Amateur Sports Act.
- 11
- 12 b. Opportunity to Participate Grievance. A complaint alleging that NGB denied
13 or threatened to deny the opportunity of an athlete, coach, administrator,
14 official, or other individual under the jurisdiction of NGB to participate in
15 Protected Competition as defined in the USOPC Bylaws or other
16 competition licensed or sanctioned by NGB.
- 17
- 18 c. Disciplinary Action Grievance. A complaint alleging that the conduct of a
19 member, delegate, athlete, coach, manager, official, trainer, member of any
20 committee, or person or entity, other than NGB, while acting in an official
21 capacity who, by neglect or by conduct,
- 22
- 23 i. Acts in a manner detrimental to the NGB;
 - 24
 - 25 ii. Has violated the Articles of Incorporation or bylaws of the NGB
26 or the official written policies and procedures of the NGB, or has
27 violated any provision of the Code of Conduct;
 - 28
 - 29 iii. has violated a commitment as a national team member; or
 - 30
 - 31 iv. has violated the rules of eligibility.
 - 32

33 NGB may bring disciplinary proceedings on its own initiative or at the
34 request of another member.

35

36 A grievance may not include matters within the exclusive jurisdiction of the
37 IOC, IPC, WADA FIS, USOPC, USADA, or the U.S. Center for SafeSport,
38 or matters that are accepted by the U.S. Center for SafeSport under
39 discretionary jurisdiction. With regard to a complaint that alleges a violation
40 of the SafeSport Code for the U.S. Olympic and Paralympic Movement or
41 equivalent NGB policy, NGB shall report and refer such matters that fall
42 under the U.S. Center for SafeSport's jurisdiction to the U.S. Center for
43 SafeSport. Before the U.S. Center for SafeSport expressly exercises
44 jurisdiction over particular allegations, NGB shall have the authority to
45 implement necessary and appropriate measures, up to and including a
46 suspension, to address any allegations of misconduct according to the
47 procedures in this Article. Nothing herein, shall supersede any local, state,
48 or federal reporting requirements or jurisdiction.

49

50 A grievance also does not include any appeal of a field of play decision,
51 unless the decision is: (i) outside the official's scope of authority, or (ii) the

1 product of fraud, corruption, partiality, or other misconduct of the person
2 making the decision.
3

4 Grievances do not include complaints against or disapproval of policy
5 decisions of the Board, and the NGB Judicial Committee shall respond to
6 any effort to raise such issues in the form of a grievance by notifying the
7 complainant in writing that the NGB Judicial Committee lacks jurisdiction
8 over policy decisions, and that such issues should be brought to the
9 attention of the CEO, the relevant Sport Committee, or the Board through a
10 Board member or during the open comment period of the annual meeting.
11

12 Nothing in this section shall limit or abridge the CEO's authority to impose
13 provisional suspensions as described in Section F below.
14

15 **B. General Grievance Procedures.** Every member of the NGB shall have the
16 right to pursue written grievances concerning actions by the NGB, its Board, any of its
17 committees, or any of their members acting in their official capacities in accordance with the
18 procedures set forth below:
19

20 **(i) Filing a Grievance**
21

22 1. The grievance procedures set forth in this section do not apply to the
23 NGB staff employment issues, Competition Jury appeals, matters over which the U. S.
24 Center for SafeSport informs NGB it has decided to exercise jurisdiction, or matters
25 falling within the jurisdiction of USADA. These procedural rules generally apply to
26 Team Selection disputes or grievances involving suspensions, where there is no
27 conflict with the procedures specific to a Team Selection or Suspension grievance. A
28 list of matters the U.S. Center for SafeSport may exercise jurisdiction over can be
29 found in the latest edition of the SafeSport Code for the U.S. Olympic and Paralympic
30 Movement, which can be downloaded from the U.S. Center for SafeSport website:
31 <https://uscenterforsafesport.org/>.
32

33 2. A complainant may initiate the grievance process by filing a written
34 complaint addressed to the CEO by electronic mail
35 (grievances@usskiandsnowboard.org) or by regular mail to the principal office of the
36 NGB (1 Victory Lane, Park City, Utah 84060). The Grievance shall include the
37 following:
38

39 (a) The identity of the member(s), Board(s), or committee(s) of the
40 NGB against whom the grievance is directed (hereinafter collectively the
41 "Respondents");
42

43 (b) A short and plain statement of the facts giving rise to the
44 grievance, including the action at issue, the Articles of Incorporation, Bylaws or
45 official written policies or procedures adopted by the Board which are alleged to
46 have been violated by the action, the parties involved in the action, the harm to
47 the complainant as a result of such action, and the relief sought; and
48

49 (c) Except when the complainant would like to remain anonymous,
50 the printed name, date, and signature of the complainant (and the signature of
51 his/her parent or legal guardian if he/she is under eighteen (18) years of age),
52 except as provided below; and

1
2 (d) Any reasonable filing fee adopted in advance by the Board,
3 except filing fees shall not apply to complaints regarding athlete safety. The
4 complainant may request that the filing fee be reduced or waived for reasons of
5 significant financial hardship. If such request is made, the Board shall
6 determine whether to reduce or waive the filing fee. This decision is not
7 appealable.
8

9 **(ii) Acceptance or Rejection of Grievance**

10
11 1. Within ten (10) days of receiving the Complaint, a member of the NGB
12 Judicial Committee shall notify the Complainant in writing whether the NGB Judicial
13 Committee shall hear the Complaint or decline to consider it entirely.
14

15 2. If the NGB Judicial Committee declines to hear the Complaint, it shall
16 provide reasons for its decision. Thereafter, the Judicial Committee may refer the
17 complaining party (if the grievance was not made anonymously) to the USOPC's
18 dispute resolution process.
19

20 **(iii) Investigation into Grievance**

21
22 1. If the NGB Judicial Committee agrees to hear the Complaint, within
23 thirty (30) days of receiving the Complaint, the Judicial Committee will then request a
24 staff member of the NGB to review and investigate the matter at hand. The staff
25 member will be required to complete a written report of the findings of his/her
26 investigation, which report shall contain a preliminary ruling. The report and
27 preliminary ruling shall be provided to the Complainant, Respondent, and the Judicial
28 Committee.
29

30 **(iv) Hearing**

31
32 1. Within ten (10) days of delivery of the report and preliminary ruling, the
33 Complainant or any Respondent may demand a hearing by submitting written notice of
34 such demand and any reasonable filing fee adopted in advance by the Board to the
35 CEO by electronic mail (grievances@usskiandsnowboard.org) or by regular mail to the
36 principal office of the NGB (1 Victory Lane, Park City, Utah 84060), who shall in turn
37 immediately forward copies of such notice to the Judicial Committee.
38

39 2. All hearings will be held by video or telephone conference or similar
40 communication equipment by which all persons participating in the meeting can hear
41 each other at the same time.
42

43 3. If no party demands a formal hearing, the report and preliminary ruling
44 shall become final.
45

46 4. If a hearing is convened, the chair of the Judicial Committee will
47 convene a preliminary hearing to discuss a procedural schedule, which will include
48 deadlines for the parties' submissions, for exchanging anticipated witness lists, and
49 any exhibits/pieces of evidence that the parties anticipate using at the hearing, as well
50 as determining a date for the hearing. The hearing shall be scheduled and conducted
51 at such time as is convenient for the Judicial Committee and all parties, but in any
52 event not more than one hundred twenty (120) days after the demand for hearing is

1 made, unless all parties consent in writing to such delay. The chair may also discuss
2 certain rules regarding the proceeding and the conduct of the hearing as necessary.
3

4 5. Each party shall have the following rights during the hearing:
5

6 (a) To be assisted or represented by legal counsel of the party's
7 choosing;
8

9 (b) To call witnesses, experts (such as coaches or instructors with a
10 specific sport discipline), and present oral and written evidence and argument
11 which the hearing panel, during the hearing, deems relevant; and
12

13 (c) To confront and cross-examine adverse witnesses; and
14

15 (d) Subject to applicable provisions below related to Temporary
16 Measures, individuals will be provided with fair notice and opportunity for a
17 hearing before being declared ineligible to participate.
18

19 6. Hearings shall be closed to the public and witnesses shall attend
20 hearings only while testifying.
21

22 7. If it deems it appropriate to supplement the presentations of the parties,
23 the Judicial Committee may at any time order the production of additional documents
24 or the examination of witnesses, appoint and hear experts (such as coaches or
25 instructors within a specific sport discipline) and proceed with any other procedural
26 step. The Judicial Committee will give both parties an ability to respond to such
27 additional evidence.
28

29 8. The rules of evidence generally accepted in administrative proceedings
30 shall apply to the hearing (i.e., the Judicial Committee may admit and give probative
31 effect to evidence which possesses probative value commonly accepted by
32 reasonable prudent persons in the conduct of their affairs). The formal rules of
33 evidence shall not apply.
34

35 9. The burden of proof is upon the complainant to prove by a
36 preponderance of the evidence that the conduct complained of occurred.
37

38 10. Within fifteen (15) days of the formal hearing, the NGB Judicial
39 Committee shall issue written findings and conclusions, and shall issue its order, if
40 any, along with a written explanation of the reasons for its order. The order so
41 entered shall be non-appealable within the NGB.
42

43 11. The prevailing party in any grievance shall be entitled to a refund of any
44 filing fees he/she has paid during the course of the grievance procedure.
45

46 **(v) Statute of Limitations**
47

48 1. A grievance must be filed within one (1) year from the time the
49 Complainant knew or should have known of the act giving rise to the complaint, except
50 for grievances alleging misconduct identified in the U.S. Center for SafeSport Code for
51 the U.S. Olympic and Paralympic Movement. There is no statute of limitations for filing

1 a grievance related to misconduct identified in the U.S. Center for SafeSport Code for
2 the U.S. Olympic and Paralympic Movement.

3
4 **C. Team Selection Grievance Procedures.** Any member who believes that
5 he/she has wrongfully been denied membership on any team whose members are selected
6 through participant in a “Protected Competition,” as that term is defined in the USOPC Bylaws,
7 shall be entitled to appeal such decision in accordance with the following procedures:

8
9 1. As soon as possible after receiving notice of an adverse team selection
10 decision (but in all cases within three (3) days of any written notice of such decision,
11 unless the third day falls on a weekend or holiday, in which case such deadline shall be
12 extended until the next business day), a member who believes that such decision was
13 arbitrary or unreasonable shall file a written appeal with the CEO of the NGB.

14
15 2. The written appeal may be filed in person, electronic mail
16 (grievances@usskiandsnowboard.org, or by regular mail or by other overnight delivery
17 service to the principal office of the NGB (1 Victory Lane, Park City, Utah 84060).
18 Failure to timely file such an appeal shall be deemed a waiver of any objections to the
19 Team Selection decision, and that decision shall then become final and non-
20 appealable within the NGB.

21
22 3. The written appeal shall include the following:

23 (a) The identity of the appellant;

24 (b) The identity of the NGB representative or committee apparently
25 responsible for the decision (hereinafter collectively the “appellee”);

26 (c) A statement identifying whether the appeal requires action within
27 five (5) days, and if so, the reasons why “urgent” attention is required;

28 (d) Citation of the criteria, standards, or other material which the
29 appellant contends NGB was obliged to follow in rendering the decision at
30 issue;

31 (e) A short and plain statement of all facts which the appellant
32 contends demonstrate his/her satisfaction of the selection criteria at issue, and
33 any other facts which the appellant contends demonstrate that the decision
34 was not in accord with the published team selection procedures and criteria;

35 (f) The names of all potential parties who may be affected by the
36 outcome of the appeal; and

37 (g) The printed name, date, and signature of the complainant (and
38 the signature of his/her parent or legal guardian if he/she is under eighteen
39 (18) years of age).

40
41 4. Upon receiving the written appeal, the CEO shall immediately distribute
42 a copy of the appeal to each member of the NGB Judicial Committee. If the appeal is
43 not deemed urgent, then within ten (10) days of receiving the Complaint, a member of
44 the NGB Judicial Committee shall notify the Complainant in writing whether the NGB
45 Judicial Committee shall hear the matter.
46
47
48
49
50
51
52

1
2 5. If the appeal is not urgent, the appropriate Judicial Committee shall
3 schedule a hearing at the earliest time convenient for members of the Judicial
4 Committee, the aggrieved member and the appellee, and shall provide written notice of
5 the date, and time for the hearing. Any person entitled to participate in the hearing
6 may do so.
7

8 6. If the appeal is urgent (i.e., requires a decision within five (5) days), the
9 NGB Judicial Committee shall convene a hearing with three members of the Judicial
10 Committee with at least one member an athlete representative, and shall also include
11 the aggrieved member and appellee if possible.
12

13 7. Notwithstanding anything herein to the contrary, if the urgency of the
14 appeal requires a decision before a quorum of the appropriate Judicial Committee can
15 be gathered despite best efforts to obtain a quorum, the parties will be asked to waive
16 any claim of procedural error in order to proceed with the hearing and agree that the
17 decision of those Judicial Committee members who were able to participate in the
18 hearing shall be final, unless otherwise appealed as set forth below in this section.
19

20 8. In any hearing conducted under this section, the aggrieved member
21 shall have the same rights afforded complainants with grievances under Section
22 B(iv)(6) of this Article. The hearing will be held by video or telephone conference or
23 similar communication equipment by which all persons participating in the meeting can
24 hear each other at the same time.
25

26 9. In any hearing conducted under this section, the Judicial Committee
27 shall affirm the team selection decision at issue unless the aggrieved member proves
28 by the balance of probability that the decision was not in accord with the published
29 team selection procedures and criteria.
30

31 **D. Non-Disciplinary Start Right and Participation Appeals.** Any member of the
32 NGB who claims that he/she is threatened with denial by the NGB or its representatives of the
33 right to start or participate in any Protected Competition or any other NGB-sanctioned
34 competition by not being selected for a team shall be entitled to review of such decision in
35 accordance with the procedures set forth in this Section. The following procedures shall not
36 apply to alleged denials of start rights or participation rights arising out of disciplinary
37 proceedings conducted in accordance with Section D of this Article or to matters falling within
38 the jurisdiction of the U. S. Center for SafeSport.
39

40 1. The officer, representative or staff member of the NGB responsible for
41 determining start or participation rights for any protected competition must immediately
42 notify any member with any expectation of competing or participating in such
43 competition of any decision limiting or blocking such member's competition or
44 participation in the event, and must provide reasons for the decision.
45

46 2. As soon as possible after receiving notice that he/she will not be
47 permitted to start or participate in a protected competition (but in all cases within three
48 (3) days of any written notice of such decision, unless one or more of the days is a
49 weekend or federal holiday, in which case such deadline shall be extended so as to
50 afford the member the benefit of three business days), a member who believes that
51 such decision was improper shall file a written appeal with the CEO of the NGB. The
52 written appeal may be filed in person, by electronic mail

1 (grievances@usskiandsnowboard.org), or by regular mail or other overnight delivery
2 service to the principal office of the NGB (1 Victory Lane, Park City, Utah 84060).
3 Failure to timely file such an appeal shall be deemed a waiver of any objections to the
4 decision, and that decision shall then become final and non-appealable within the
5 NGB. The written appeal shall include the same information required under Section C,
6 paragraph 1(a) through 1(f) of this Article.
7

8 3. Upon receiving the written appeal, the CEO shall immediately distribute
9 a copy of the appeal to each member of the NGB Judicial Committee.
10

11 4. If the appeal is urgent (i.e., requires a decision within five (5) days), the
12 NGB Judicial Committee shall convene a hearing as soon as possible which shall
13 include as many members of the Judicial Committee as can be gathered after using
14 best efforts to obtain a quorum, and shall also include the aggrieved member and
15 appellee if possible.
16

17 5. If the appeal is not urgent, the NGB Judicial Committee shall schedule a
18 hearing at the earliest time convenient for members of the NGB Judicial Committee,
19 the aggrieved member and the appellee, and shall provide written notice of the date,
20 time, and type of hearing. Any person entitled to participate in the hearing may do so.
21

22 6. Notwithstanding anything herein to the contrary, if the urgency of the
23 appeal requires a decision before a quorum of the Judicial Committee can be
24 gathered, then the decision of those Judicial Committee members who were able to
25 participate in the hearing shall be final, and shall not be subject to attack on the basis
26 that a quorum was not present.
27

28 7. In any hearing conducted under this section, the aggrieved member
29 shall have the same rights afforded complainants with grievances under Section
30 B(iv)(6) of this Article. The hearing will be held by video or telephone conference or
31 similar communication equipment by which all persons participating in the meeting
32 can hear each other at the same time.
33

34 8. In any hearing conducted under this section, the Judicial Committee
35 shall affirm the decision at issue unless the aggrieved member proves by the balance
36 of probability that the decision was improper. The decision will be final and binding
37 unless the denied opportunity to participate involves a Protected Competition.
38

39 9. If the competition in question is a Protected Competition, as defined in
40 the USOPC Bylaws, the appellant is not required to exhaust internal remedies with the
41 NGB by filing a complaint. Instead, appellant may elect to pursue the matter with the
42 USOPC by following the process set forth in Section 9 of the USOPC Bylaws.
43

44 10. If the competition in question is a Protected Competition, as defined in
45 the USOPC Bylaws, and the appellant elects to file a grievance through the NGB
46 challenging a denial of an opportunity to participate in a Protected Competition, any
47 party who wishes to challenge the decision may file a complaint with the USOPC
48 under Section 9 of the USOPC Bylaws. After the filing of a Section 9 complaint with
49 the USOPC, or simultaneously thereto, the appellant may file a demand for arbitration
50 with the arbitral organization designated by the USOPC in accordance with any
51 procedures and deadlines established in the USOPC Bylaws. The arbitration decision
52 will be a final and binding decision.

1
2 **E. Suspension from Participation in Competition.** The NGB shall not, through
3 its officers, employees, representatives or otherwise, suspend any member for disciplinary
4 reasons (including violations of the NGB Code of Conduct or the provisions of any contract
5 between the member and the NGB) from participating or competing in any future “Protected
6 Competition” (as defined in the USOPC Bylaws) without fair notice and the opportunity for a
7 hearing concerning such action, unless otherwise stated below.
8

9 1. General Provisions. Credible allegations that any member has violated
10 any relevant federal, state, or local law in connection with his/her participation in NGB
11 activities, has violated NGB Code of Conduct or agreements with the NGB, or other
12 policies of the NGB and where a sanction is contemplated for violation of the policy
13 including suspension of competition eligibility may be presented to any member of the
14 NGB Judicial Committee, the CEO, or the CEO’s designee. Upon receipt of such
15 credible allegations, it is the duty of such person to immediately notify the Chair of the
16 Board of Directors and the CEO of the same.
17

18 2. Proceedings. The NGB shall comply with the following procedures
19 when a member is alleged to have committed any action contemplated by paragraph 1:
20

21 (a) The CEO or his/her designee shall immediately cause the NGB
22 staff to refer any such allegations referenced in Paragraph 1 of this Section E
23 and any documents or materials relevant to those allegations to the NGB
24 Judicial Committee.
25

26 (b) The NGB Judicial Committee may consider the matter for
27 disposition. One member of the appropriate Judicial Committee shall prepare
28 and transmit to the NGB CEO and the accused member a written notice of
29 proposed disciplinary proceedings via overnight delivery service or other
30 similar, verifiable delivery method which notice shall include the following:
31

32 (i) Identity of the accused member at issue;
33

34 (ii) Citation of any rules, laws, codes of conduct, policies, or
35 provisions of any agreement between the member and the NGB which
36 the member is alleged to have violated;
37

38 (iii) Factual basis for such allegation; and
39

40 (iv) The maximum potential sanction.
41

42 (c) The Judicial Committee will then request either a staff member of
43 the NGB or the Ethics Committee review and investigate the matter at hand.
44 The member will be required to complete a written report of the findings of
45 his/her investigation. The report shall include a short and plain statement of the
46 operative facts, which would form the basis for any disciplinary action. This
47 report shall be transmitted to the Judicial Committee and the accused member
48 no less than forty-eight (48) hours prior to the start of the hearing. The report
49 and preliminary ruling shall be provided to the Complainant, Respondent, and
50 the Judicial Committee.
51

1 (d) The Chair of the Judicial Committee will convene a preliminary
2 hearing to discuss a procedural schedule, which will include deadlines for the
3 parties' submissions, for exchanging anticipated witness lists, and any
4 exhibits/pieces of evidence that the parties anticipate using at the hearing, as
5 well as determining a date for the hearing. The hearing shall be scheduled and
6 conducted at such time as is convenient for the Judicial Committee and all
7 parties, but in any event, it must begin at least seven (7) days before any
8 affected competition, but no more than thirty (30) days after the date of the
9 notice). The time, date and place of the hearing may be subsequently modified
10 by the CEO or his/her designee if necessary to accommodate the schedules of
11 parties, witnesses and other participants, provided however, that the hearing
12 shall not be moved or rescheduled if doing so would prevent participation by the
13 member at issue or prevent the hearing from being concluded at least forty-
14 eight (48) hours before any affected competition, unless emergency
15 circumstances warrant such a timeframe.

16
17 (e) The participants shall have the rights set forth in Section B(iv)(6)
18 of this Article throughout the hearing. The hearing will be held by video or
19 telephone conference or similar communication equipment by which all persons
20 participating in the meeting can hear each other at the same time.

21
22 (f) At any disciplinary hearing, the designated member of the NGB
23 or Ethics Committee shall be responsible for presenting all evidence of
24 wrongdoing against the accused member to the Judicial Committee.

25
26 (g) The Judicial Committee may suspend or revoke a member's
27 right to participate in protected competition only if it finds by a unanimous vote
28 (if the panel is composed of three members) or a majority vote (if the panel is
29 composed of five or more) that a preponderance of the evidence shows the
30 member has, in fact, engaged in conduct which violated applicable laws while
31 representing the NGB or in connection with his/her participation in NGB
32 activities, or has violated the NGB Code of Conduct, policies or agreements
33 with the NGB.

34
35 (h) At least twenty-four (24) hours before any affected competition,
36 but in no event more than fifteen (15) days after the hearing, the Judicial
37 Committee shall issue a written decision dismissing the case or imposing such
38 disciplinary action (if any) as the Judicial Committee finds necessary or
39 appropriate.

40
41 (i) The abovementioned procedures need not be followed, and the
42 Judicial Committee may summarily impose sanctions including suspension or
43 revocation of the member's right to compete if the member at issue waives
44 his/her right to such procedures in writing, which shall be deemed to be an
45 admission of the allegations.

46
47 (j) If an impending competition requires a more expedited
48 procedure and resolution for this type of matter, the parties may agree to a
49 condensed timeframe or, if no agreement can be reached, the Chair of the
50 Judicial Committee can set the procedural schedule as he/she sees fit to allow
51 the accused member an opportunity to have the case resolved prior to the
52 event the accused member wishes to partake in. Such an expedited procedure

1 is encouraged when, pursuant to Section F of this Article, the CEO or his/her
2 designee provisionally suspends the accused member.
3

4 (k) Notwithstanding anything herein to the contrary, if the urgency of
5 the appeal requires a decision before the entire Judicial Committee can be
6 gathered despite best efforts, the parties will be asked to waive any claim of
7 procedural error in order to proceed with the hearing and agree that the
8 decision of those Judicial Committee members who are able to participate in
9 the hearing shall be final.
10

11 **F. CEO Temporary Order.** For any grievance filed under this Article IX, the CEO
12 or his/her designee may impose a provisional suspension on a member, a committee, or any
13 other individual or entity under NGB'S jurisdiction (collectively, "aggrieved member") or order
14 an aggrieved member to take actions or cease taking actions for the purpose of ensuring
15 public safety, protecting athletes or other members from the risk of harm, or protecting the
16 material commercial interests of NGB. The CEO may act under this paragraph without first
17 consulting the Board only under extraordinary, time-sensitive circumstances, and shall consult
18 with the Chair and other appropriate individuals in connection with the action as soon as
19 practicable. If the CEO imposes a temporary order against a member, the aggrieved member
20 shall be entitled to a provisional hearing as set forth below within a reasonable time after the
21 imposition of temporary measures, including being allowed to request expedited procedures if
22 it affects respondent's practical opportunity to participate in an approaching competition. The
23 provisional hearing is not a full hearing on the merits, but rather will simply determine whether
24 there is reasonable cause to continue the temporary measure pending a full hearing. The
25 respondent will still be afforded a hearing on the merits in a timely manner thereafter.
26

27 The procedures for a provisional hearing are as follows:
28

29 (a) The CEO shall immediately transmit the allegations at issue to all
30 available members of the NGB Judicial Committee.
31

32 (b) The aggrieved member shall have the right to seek review of the
33 temporary order by providing to the CEO or his/her designee oral, and if possible,
34 written notice of his/her intent to appeal within forty-eight (48) hours of receiving the
35 temporary order notice. If the member notifies the CEO of his/her intention to appeal,
36 the CEO shall immediately refer the matter to the NGB Judicial Committee for
37 disposition. Absent such notice, the proposed temporary order shall remain in place
38 through the resolution of the case.
39

40 (c) If review is demanded by the aggrieved member, a procedural hearing
41 will be convened promptly with the aggrieved member, CEO (or other NGB
42 representative), and those available from the NGB Judicial Committee for the purpose
43 of discussing, among other topics, the hearing procedure and schedule as well as any
44 deadlines for submissions, anticipated witnesses, and exhibits.
45

46 (d) Notwithstanding anything herein to the contrary, if the urgency of the
47 appeal requires a decision before the entire Judicial Committee can be gathered
48 despite best efforts, the parties will be asked to waive any claim of procedural error in
49 order to proceed with the hearing and agree that the decision of those Judicial
50 Committee members who are able to participate in the hearing shall be final.
51

1 (e) The participants shall have the rights set forth in Section B(iv)(6) of this
2 Article throughout the hearing. The hearing will be held by video or telephone
3 conference or similar communication equipment by which all persons participating in
4 the meeting can hear each other at the same time.
5

6 (f) After both parties have had a right to be heard, the temporary order
7 must be approved by a majority of those NGB Judicial Committee members who,
8 through the best efforts of the NGB, can be contacted prior to the competition and who
9 have a reasonable opportunity to hear both the member and any responsible NGB
10 representative present and address the charges, personally or via telephone or fax.
11

12 (g) Judicial Committee members may approve the temporary order only if
13 the CEO or other NGB representative can demonstrate by clear and convincing
14 evidence (this standard of proof is greater than the preponderance of the
15 evidence standard commonly used to prove civil liability, but less than the beyond a
16 reasonable doubt standard commonly used to prove criminal liability) that the
17 member has violated any code of conduct or policy approved by the NGB or any
18 applicable federal, state or local law. The allegations must be based on clear and well-
19 documented evidence.
20

21 (h) In the event that the circumstances of the hearing require a speedy
22 decision, the Hearing Panel may issue a brief written interim decision followed by a
23 longer written decision within fifteen (15) days of the conclusion of the hearing.
24

25 **G. Competition Jury Appeals.** Any member aggrieved by the decision of any
26 competition jury shall have the right to appeal such decision in accordance with the
27 competition jury appeal policies and procedures established and adopted by the relevant Sport
28 Committee and approved by the Board, which procedures shall comport with general
29 principles of fairness, efficiency, due process, and FIS regulations where applicable.
30

31 **H. USOPC Review and Arbitration.** Any member who alleges that he/she has
32 been denied the right to compete in any protected competition as defined in Article I, Section
33 1.3(x) of the USOPC Bylaws shall have the right to petition the USOPC and pursue all
34 remedies available under the USOPC Bylaws, including arbitration. Nothing in this Article IX
35 shall abridge a party's right to pursue any remedies available under Section 9 of the USOPC
36 Bylaws.

1 **ARTICLE X**
2 **Indemnification**

3 A. Each director of the Board shall discharge their duties: (i) in good faith; (ii) with
4 the care an ordinary prudent individual in a like position would exercise under similar
5 circumstances; and (iii) in a manner the director reasonably believes to be in the best interests
6 of NGB.
7

8 B. The directors of the Board, as a board and individually, and the members of
9 each Designated Committee, as a committee and individually, are specifically held harmless
10 by the NGB and its membership for all actions taken in good faith on behalf of the NGB,
11 including omissions, unless found culpable in a court of law of willful malfeasance, illegal
12 activity or gross negligence, in which case the NGB shall be entitled to recover any payments,
13 costs or expenses incurred in the defense, compromise or settlement of any claims or suits
14 against such member prior to such finding.
15

16 C. The NGB hereby indemnifies its officers, board members and Sport Committee
17 members, individually and in their official capacities, for any liability incurred as a result of their
18 positions in the organization or actions taken on behalf of the organization, with the following
19 inclusions and limitations:
20

21 1. The amount of liability for which indemnification is provided includes any
22 amounts reasonably spent in defense of or in settling any action or proceeding,
23 whether actual or reasonably believed to be threatened, against the officer or director.
24

25 2. The actions and proceedings to which this section applies include civil
26 or criminal actions. However, in the case of criminal action, indemnification is limited to
27 the amount reasonably necessary to defend against the action or proceeding and to
28 pay any fines that may be levied against the officer or director.
29

30 3. No indemnification will be provided where an officer, director, Sport
31 Committee member or other member is adjudicated to be liable and a central reason
32 for this finding is that he/she acted in bad faith. No indemnification will be provided
33 where he/she is found to have personally and substantially benefited from his/her
34 actions and these actions in any way injured the NGB or placed it at risk of injury.
35 Where the officer, director or member has not been adjudicated to be in bad faith and
36 where his/her actions did not injure or threaten to injure the NGB, no indemnification
37 will be provided to the extent that the officer or director personally profited as a result of
38 his/her actions.
39

40 4. No indemnification will be provided to an officer, director, or member
41 where the liability was the result of an action initiated by that person and where the
42 initiation of the action was unauthorized by the Board or these bylaws.
43

ARTICLE XI
Amendments

1
2
3
4 A. Amendments to these bylaws may be proposed by either (i) any three members
5 of the Board; or (ii) written petition of a majority of the members of any Sport Committee; or (iii)
6 written petition signed by at least one and one-half percent (1½%) of the members of the NGB
7 in good standing.

8
9 B. Proposed amendments shall be presented to the NGB national office in writing
10 at least thirty (30) days but no more than sixty (60) days before any properly noticed meeting
11 of the Board, except as permitted otherwise in Section D of this Article, and shall be posted in
12 a prominent place on the NGB’s website to all members, at least ten (10) days before any
13 meeting duly called.

14
15 C. Proposed amendments shall be presented as follows:

16 1. State who is proposing the amendments.

17
18 2. State in writing that portion of the existing text in its entirety, inclusive of
19 all portions which are to be considered for change.

20
21 3. Within the text of the above statement in 2., show any new phrases or
22 addenda with all words to be added underlined thus: new verbiage.

23
24 4. Within the text of the above statement in 2., show any dropped phrases
25 or deletions with all words to be deleted stricken through thus: ~~deleted verbiage~~.

26
27 5. The proposed amendment must be accompanied by a brief explanation
28 of the reasons for the proposed amendment, and the effect of the change, if adopted.

29
30 D. Unless withdrawn, proposed amendments which have been prepared less than
31 thirty (30) days and circulated less than ten (10) days in advance of meetings at which such
32 matters would otherwise be considered shall automatically be placed on the agenda for action
33 at the next meeting of the Board.

34
35 E. Amendments to these bylaws may be adopted only by the affirmative vote of
36 two-thirds (2/3) of the full Board of the NGB.

37
38 F. Any amendment of these bylaws shall become effective immediate from the
39 date of adoption by the Board as set forth above unless a referendum is called on the
40 amendment, in which case the amendment shall take effect only upon approval by the general
41 membership of the NGB as follows:

42 1. Members in good standing who are not ineligible to vote under Article V,
43 Section E of these bylaws may call a referendum on any amendment to these bylaws
44 which has been adopted by the Board as set forth above by filing a petition calling for
45 such a referendum signed by five percent (5%) of the members in good standing of the
46 NGB as reflected on the membership rolls as of the end of the most recent
47 membership year. The petition shall include all information required to accompany a
48 proposed amendment under Section C of this Article. Failure to obtain signatures from
49 five percent (5%) of the members in good standing shall render the referendum null
50
51

1 and void, and the amendment shall take effect as though there had been no attempt to
2 call a referendum.

3
4 2. Within sixty (60) days of an effective referendum call, the NGB shall mail
5 to all members in good standing a ballot which shall include all information required to
6 accompany a proposed amendment under Section C of this Article along with a
7 statement by the Board describing its reasons for supporting the amendment, and a
8 similar statement by the members responsible for the petition describing their reasons
9 for opposing the amendment. The ballot shall provide space for members to approve
10 or disapprove the amendment adopted by the Board and shall state that it must be
11 received by the NGB within thirty (30) days of the date of mailing by the NGB to be
12 considered.

13
14 3. The vote of a majority of those members returning ballots to the NGB
15 national offices within thirty (30) days of the date such ballots were mailed by the NGB
16 shall carry the decision. Upon approval by a majority of those members returning
17 ballots, the amendment shall become effective immediately. Upon disapproval by a
18 majority of those members returning ballots, the Board's adoption of the same shall be
19 nullified and the proposed amendment shall be defeated.

ARTICLE XII
Financial Matters

1
2
3
4 A. Fiscal Year.

5
6 The fiscal year of NGB shall commence on May 1 and end on April 30 each year.
7

8 B. Budget.

9
10 NGB shall have an annual budget, which must be approved by the Board.
11

12 C. Audit.

13
14 Each year NGB shall have an annual audit of its books and accounts prepared by an
15 independent certified public accountant as recommended by the Audit Committee and
16 approved by the Board. The Audit Committee shall provide the independent certified public
17 accountant's report to the Board upon completion.
18

19 D. Individual Liability.

20
21 No individual director or officer shall be personally liable in respect of any debt or other
22 obligation incurred in the name of the NGB pursuant to the authority granted directly or
23 indirectly by the Board of Directors.
24

25 E. Irrevocable Dedication and Dissolution.

26
27 The property of the NGB is irrevocably dedicated to charitable purposes, and no part of the net
28 income or assets of the NGB shall inure to the benefit of private persons. Upon the dissolution
29 or winding up of the NGB, its assets remaining after payment, or provision of payment, of all
30 debts and liabilities of the NGB, shall be distributed to a nonprofit fund, foundation, or
31 corporation which is organized and operated for charitable purposes and which has
32 established its tax exempt status under Section 501(c)(3) of the Internal Revenue Code, as
33 amended.

ARTICLE XIII
Dissolution

1
2
3
4 The NGB may dissolve only by an affirmative vote of the Board and Sport Committees
5 in the manner and proportions described below. Each director and each Sport Committee
6 shall be given notice of a special meeting called for the purpose of dissolution in the manner
7 prescribed herein for special meetings. At a special meeting of the Board, three-quarters (3/4)
8 of all then current directors must approve the proposed dissolution. Within ninety (90) days
9 following Board approval of the dissolution, two-thirds (2/3) of all Sport Committee members,
10 either voting by mail or in person at the called meeting, must approve the proposed
11 dissolution. In the event of dissolution, the disposal of the assets of the NGB shall devolve
12 upon the Board. No part of the assets, income, or net earnings of the NGB shall inure to the
13 benefit of any NGB members or directors or any other individual. The property of NGB is
14 irrevocably dedicated to charitable purposes, and no part of the net income or assets of NGB
15 shall inure to the benefit of private persons.

ARTICLE XIV
Miscellaneous Provisions

A. Severability and Headings.

The invalidity of any provisions of these bylaws shall not affect the other provisions of these bylaws, and in such event these bylaws shall be construed in all respects as if such invalid provisions were omitted. The headings in these bylaws are for the purpose of reference only and shall limit or define the meaning of any provision hereof.

B. Saving Clause.

Failure of literal or complete compliance with any provision of these bylaws in respect of dates and times of notice, or the sending or receipt of the same, or errors in phraseology of notice of proposals, which in the judgment of the directors of the Board do not cause substantial injury to the rights of the directors, shall not invalidate the actions or proceedings of the directors at any meeting.

C. Applicable Law.

These bylaws shall be governed by the laws of the State of Utah without regard to its conflicts of laws principles.

D. Compliance with Laws.

Nothing contained in these bylaws will require the NGB to violate, contravene, or abrogate its duties under any U.S. law, including but not limited to the Act and the Internal Revenue Code.

Amendments ratified 11/16/2023 and effective 12/16/2023.