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

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

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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.

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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.

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

25 C.

**ARTICLE II**  
**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.  
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**ARTICLE III**  
**Vision, Mission, and Objectives**

A. ~~A.~~ Vision. The **vision** of the NGB is to make the United States of America the best in the world in Olympic 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. ~~4.~~ 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.

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**ARTICLE IV**  
**USOPC and FIS Compliance**

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

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

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

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

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

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

(1) Definitions:

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

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

(i) represented the United States in ~~the Olympic Games, or a World Championship recognized by FIS for which a competitive selection process was administered by~~

1 the NGBa Delegation Event or an Elite Protected  
2 Competition; or  
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6 (ii) represented the United States at a World Cup or  
7 Grand Prix event in a discipline recognized by FIS for  
8 which a competitive selection process was  
9 administered by the NGB Qualifying Competition.

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11 (c) ~~(e)~~ “10 Year+” athlete representatives, shall meet the  
12 definition of a 10 Year athlete but more than ten (10) years shall have passed  
13 since the athlete representative’s last eligible competition.  
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15 (d) “Delegation Event” means, individually or collectively as  
16 applicable, the Olympic Winter Games and the Paralympic Winter Games  
17 representing the NGB in a sport recognized by FIS sport.  
18

19 (e) “Elite Protected Competition” means an event defined by the  
20 NGB AAC, approved by the USOPC NGB Athlete Representation Review  
21 Working Group, which includes the following events: FIS World  
22 Championships.  
23

24 (f) “Protected Competition” means a Delegation Event or a  
25 Qualifying Competition.  
26

27 (g) “Qualifying Competition” mean any World Cup or Grand Prix  
28 event in a discipline recognized by FIS for which a competitive selection  
29 process was administered by the NGB.  
30

31 (2) Athlete Representation on NGB Board. Athlete representatives will  
32 equal at least 33.3% of voting members on the NGB Board. The composition and  
33 eligibility for athlete representatives to the NGB Board shall be:  
34

35 (a) At least 20% of those athlete representatives will be 10 Year  
36 athlete representatives; the remaining will be either 10 Year or 10 Year+ athlete  
37 representatives (as defined above).  
38

39 (b) At least one-half of the individuals serving as athlete  
40 representatives shall have competed in ~~the NGB disciplines that are on the~~  
41 sport’s program in the Olympic Gamesa Delegation Event.  
42

43 (c) Up to one-half of the individuals serving as athlete  
44 representatives may have competed in an event or discipline ~~that is not on the~~  
45 program of the Olympic Gamesa Delegation Event, provided that such event or  
46 discipline is recognized by FIS, ~~or is~~ regularly included in the international  
47 competition program of ~~the FIS, and is funded by the NGB.~~  
48

49 (d) Athlete representatives for each discipline within the jurisdiction  
50 of the NGB which has a concomitant Sport Committee will be (i) a 10 Year  
51 athlete representatives (as defined above), (ii) shall have competed in a

1 Delegation Event or an Elite Protected Competition, and (iii) shall have been a  
2 member of the NGB's national team.

3  
4 (e) Athlete representatives may not be drawn from events that  
5 categorize entrants in age-restricted classifications commonly known as  
6 "Juniors," "Masters," "Seniors," "Veterans" or other similarly designated age-  
7 restricted competition.

8  
9 ~~(e)~~(f) An athlete who is a 10 Year athlete representative at the time of  
10 their election shall remain a 10 Year athlete representative for the purposes of  
11 calculating the percentage representation on the Board for the full duration of  
12 their term as an Athlete Representative on the NGB Board, even if the athlete  
13 no longer meets the requirement at some point during their term (i.e., the  
14 athlete's most recent qualifying competition ages beyond the ten year mark  
15 during the term).<sup>1</sup>

16  
17 (3) Athlete Representation on NGB Committees (Designated Committees  
18 and Other Committees). Athlete representation on all NGB committees shall equal at  
19 least 33.3% and the composition and eligibility for athlete representatives shall be:

20  
21 (a) Designated Committees: At least half of those athlete  
22 representatives will be 10 Year athlete representatives; the  
23 remaining will be either 10 Year or 10 Year+.

24  
25 (b) Other Committees: Any athlete that meets the Actively Engaged  
26 Athlete representative definition.

27  
28 (4) Election/Selection:

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30 (a) NGB Board:

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32 (i) Athlete Representatives for Sport Committees: Athlete  
33 representatives to the NGB's board of directors that  
34 have a concomitant Sport Committee shall be 10 Year  
35 athlete representatives directly elected by a majority  
36 vote of the eligible athletes who meet the standards  
37 set forth above for 10 Year athlete representatives,  
38 see Article VI (A)(4)(E) above and who earned their  
39 eligibility competing in the same discipline;

40  
41 (ii) Overall Athlete Representative: The Overall Athlete  
42 Representative to the NGB Board shall be either 10  
43 Year or 10 Year+ athlete representatives directly  
44 elected by a majority vote of the eligible athletes who  
45 meet the standards set forth above for 10 Year athlete  
46 representatives, see Article VI (A)(4)(E) above; and

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<sup>1</sup> 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).

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2 (iii) USOPC AAC Representative and USOPC AAC  
3 Representative Alternate: The USOPC AAC  
4 Representative and the USOPC AAC Representative  
5 Alternate to the NGB Board shall be either 10 Year or  
6 10 Year+ athlete representatives who have been  
7 selected to represent the United States in a Delegation  
8 Event directly elected by a majority vote of the eligible  
9 athletes who meet the standards set forth above for 10  
10 Year athlete representatives, see Article VI (A)(4)(E)  
11 above. The individual with the highest vote total will  
12 be elected as the USOPC AAC Representative and  
13 the individual with the second highest vote total in the  
14 opposite gender and a different discipline will be  
15 elected as the USOPC Representative Alternate.

16  
17 (b) Committees:

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19 (i) Athlete representatives to the NGB's committees shall  
20 be directly selected by the NGB AAC.

21  
22 (c) Vetting:

23  
24 (i) The NGB AAC will develop a process to identify and  
25 vet candidates to serve as the 10 Year athlete  
26 representatives.

27  
28 (ii) The NGB AAC and the Nomination and Governance  
29 Committee (as defined below) will develop a process  
30 to jointly identify and vet candidates to serve as the 10  
31 Year+ athlete representatives.

32  
33 F. Provide procedures for the prompt and equitable resolution of grievances of its  
34 members.;

35  
36 G. Submit to binding arbitration, in any controversy involving (i) the recognition of  
37 the NGB as an NGB with respect to any component or discipline of skiing or snowboarding, or  
38 (ii) the opportunity of any amateur athlete, coach, trainer, manager, administrator or official to  
39 participate in amateur athletic competition, as provided for in the USOPC Bylaws.;

40  
41 H. Provide for reasonable direct representation on the Board for any other amateur  
42 snowsport organization which conducts, on a level of proficiency appropriate for the selection  
43 of amateur athletes to represent the United States of America in international amateur athletic  
44 competition, a national program or regular national amateur athletic competition, and ensure  
45 that such representation shall reflect the nature, scope, quality, and strength of the programs  
46 and competitions of such other organization(s) in relation to all other such programs and  
47 competitions in skiing and snowboarding in the United States of America.;

48  
49 I. Be a member of no more than one international sports federation which  
50 governs a sport included on the program of the Olympic or Pan American Games.;

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

3  
4 K. Refrain from adopting or maintaining eligibility criteria relating to amateur status  
5 which are more restrictive than those of the appropriate international sports federation.

6  
7 L. Comply with the USOPC and U.S. Center for SafeSport Policies and  
8 Procedures. NGB shall comply with all applicable athlete safety and child protection laws.  
9 NGB shall require that its board of directors, officers, and employees clear an annual  
10 background screen and comply with the U.S. Center for SafeSport training and requirements.  
11 NGB shall adhere to the athlete safety rules and regulations of the USOPC. Additionally, the  
12 USOPC has designated the U.S. Center for SafeSport as the independent safe sport  
13 organization to investigate and resolve safe sport violations. The current safe sport rules,  
14 policies, and procedures are available at the following website: [www.safesport.org](http://www.safesport.org) NGB shall  
15 also adopt and maintain athlete safety policies and procedures consistent with the U.S. Center  
16 for SafeSport's rules, policies, and procedures, as they may be modified or amended from  
17 time to time. NGB's current athlete safety rules, policies, and procedures are available on its  
18 website: [www.usskiandsnowboard.org](http://www.usskiandsnowboard.org).

19  
20 M. Comply with the USOPC and United States Anti-Doping Agency (USADA)  
21 Rules and Regulations. NGB shall comply with the policies and procedures of the  
22 independent anti-doping organization designated by the USOPC to investigate and resolve  
23 anti-doping rule violations. The USOPC has designated USADA as that organization. The  
24 current anti-doping rules, policies, and procedures are available at the following website:  
25 [www.usada.org](http://www.usada.org) ~~[www.usaga.org](http://www.usaga.org)~~.

**ARTICLE V**  
**Membership and Affiliation**

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

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

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

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

a. E. Safe Sport. As a condition of membership in NGB and a condition for participation in any competition or event sanctioned by NGB or its affiliated clubs and organizations, each NGB member and each athlete,

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

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

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

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

7  
8 ~~1.~~ 1. ~~Authority and Responsibilities.~~ The authority and responsibilities  
9 of the 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 quadrennial to fill a position vacated by removal, retirement,  
10 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 ~~(e)~~(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 ~~(d)~~(e) Served a period of ~~f~~ ineligibility for a U.S. Center for SafeSport  
41 Code violation;  
42

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

46 ~~(f)~~(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~~three (253)  
29 directors, ~~eight-nine~~ (98) of whom shall be athlete representatives (with an additional  
30 seat available for an approved amateur snowsport organizations (see (h) below).  
31 Voting by proxy shall not be permitted. The Board shall be constituted as follows:  
32

33 Voting Directors:

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

h) Any representatives of amateur snowsport organizations approved for such representation pursuant to Article V, Section G of these bylaws.

Ex Officio (Non-Voting) Directors:

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

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

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

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

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

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

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

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

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

(a) Term Limits.

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

1  
2 (ii) CEO Director. The term of the CEO Director will continue  
3 for so long as the CEO continues in that capacity and will terminate  
4 immediately upon termination of the CEO's employment as CEO.  
5

6 (iii) NSAA. The director representing the NSAA and SIA  
7 shall serve on the Board so long as she/he satisfies the criteria set forth  
8 above for the seat, and shall not be subject to any prescribed term  
9 limits.  
10

11 (iv) FIS and USOPC. Those directors representing the FIS  
12 and USOPC shall serve on the Board at the pleasure of the Board, and  
13 shall not be subject to any prescribed term limits.  
14

15 (v) Ex Officio (Non-Voting) Directors. All other ex officio  
16 directors shall serve on the Board at the pleasure of the Board, and  
17 shall not be subject to any prescribed term limits.  
18

19 (b) Staggered Terms. The Board shall provide for staggering of  
20 terms on the Board (other than ex officio directors) by, from time-to-time,  
21 extending or shortening terms of voting directors such that one-third or as  
22 near to one third as is practicable shall be seated every other year.  
23

24 (c) Term Completions. Directors will be seated and empowered  
25 from the time of his/her election until his/her successor is duly elected. The  
26 staggered terms for each director will end at the annual meeting of their  
27 applicable term and new Board members' terms of office will begin at the  
28 applicable meeting of applicable their applicable term; provided, however, that  
29 each director will hold office until such director's successor will have been  
30 elected and qualified, or until such director's earlier death, disability,  
31 resignation, disqualification, incapacity, or removal.  
32

33 (d) Sport Committee and USSF. In the event a seat representing  
34 the USSF or a Sport Committee is vacated prior to the expiration of the  
35 regular term for such seat, the relevant Sport Committee or the USSF Board  
36 of Trustees shall nominate a replacement nominee for consideration by the  
37 Nomination and Governance Committee who satisfy the requirements set  
38 forth in these bylaws to serve for the duration of the vacated term.  
39

40 (e) Athlete Representatives. In the event the seat of any eligible  
41 athlete representative is vacated prior to the expiration of the regular term for  
42 such seat, the new athlete representative will be elected pursuant to Article IV  
43 (E)(4).  
44

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

1  
2 (g) Any director may be removed for cause by the Board by the  
3 affirmative vote of two-thirds (2/3) of all other members of the Board, after due  
4 notice to and opportunity to respond by the respective director. Cause may  
5 include, but not be limited to, unexcused absence from two (2) consecutive  
6 meetings of the Board.  
7

8 6. Compensation. Except for the CEO Director, directors shall not receive  
9 compensation for their services as directors, although the reasonable expenses of  
10 directors may be paid or reimbursed in accordance with NGB's policies. Directors are  
11 disqualified from receiving compensation for services rendered to or for the benefit of  
12 NGB in any other capacity. However, athlete representatives that are currently  
13 competing shall be entitled to receive any eligible benefits from NGB in connection with  
14 their capacity as athletes.  
15

16  
17 7. Independent Directors. The Nomination and Governance Committee  
18 (as defined below) shall select, using whatever process the Nomination and  
19 Governance Committee determines to be appropriate, two (2) directors from among  
20 individuals considered to be Independent Directors.  
21

22 The Board, through the Nomination and Governance Committee, shall  
23 affirmatively make a determination as to the independence of each director, and  
24 disclose those determinations. Under the definition of "independence" adopted by the  
25 Board, an "independent Director" shall be determined to have no material relationship  
26 with NGB, either directly or through an organization that has a material relationship  
27 with NGB. A relationship is "material" if, in the judgment of the Nomination and  
28 Governance Committee, it would interfere with the director's independent judgment.  
29 To assist it in determining whether a director is independent, the Board shall adopt the  
30 guidelines set forth below, which shall be applied on a case-by-case basis by the  
31 Nomination and Governance Committee.  
32

33 A director shall not be considered independent if, within the preceding two (2)  
34 years:  
35

36 (a) the director was employed by or held any governance position  
37 (whether a paid or volunteer position) with NGB or FIS;  
38

39 (b) an immediate family member of the director was employed by or  
40 held any governance position (whether a paid or volunteer position) with NGB  
41 or FIS;  
42

43 (c) the director or an immediate family member of the director was  
44 affiliated with or employed by NGB's outside auditor or outside counsel;  
45

46 (d) the director is a member of the NGB AAC or any constituent  
47 group with representation on the Board;  
48

49 (e) the director receives any compensation from NGB, directly or  
50 indirectly;  
51

1                   (f) the director is an executive officer, controlling shareholder, or  
2                   partner of a corporation or partnership or other business entity that does  
3                   business with NGB;

4  
5                   (g) the director is a member of the NGB in a membership category  
6                   that participates in competitions;

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

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

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

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

25  
26                   7.8. The Board shall provide a reasonable opportunity during the annual  
27                   meeting for NGB members to comment upon the actions and policies of the Board and  
28                   the NGB.

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

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

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

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

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

1           5.       The CEO is entrusted to conduct the business affairs of the NGB with  
2 prudence, good business judgment, and in a financially and ethically responsible  
3 manner. The CEO, acting in his/her fiduciary capacity, and subject to such restrictions  
4 as may be imposed by the Board, is empowered to make whatever financial and  
5 management decisions he/she deems to be in the best interest of the NGB, and is  
6 specifically empowered, among other things, to do the following absent contrary  
7 direction from the Board:

- 8
- 9                   (a)     Enter into binding agreements on behalf of the NGB;
- 10
- 11                   (b)     Borrow funds on behalf of the NGB;
- 12
- 13                   (c)     Commit the resources of the NGB; and
- 14
- 15                   (d)     Propose budgets and establish financial controls.
- 16

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

20

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

35

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

48

49           3.       Should the Chair's position be vacated prior to the natural expiration of  
50 her/his term, the Executive Committee shall be empowered to meet as soon as  
51 practicable to select an interim Chair who will serve as Chair until such time as the  
52 Board can elect a replacement Chair. In no event shall the interim Chair so designated

1 serve past the next regularly scheduled Congress meeting unless she/he is elected to  
2 be the permanent replacement or if the Board determines in its discretion to extend  
3 her/his term as interim Chair.  
4

5 C. Committees of the Board.  
6

7 1. Definitions:  
8

9 (a) "Designated Committee" means any NGB committee that makes  
10 recommendations or decisions directly impacting its elite athletes including the  
11 following committees:  
12

- 13 (i) Executive Committee
- 14 (ii) Nomination and Governance Committee
- 15 (iii) Sport Committees
- 16 (iv) Judicial Committee
- 17 (v) Ethics Committee
- 18 (vi) Audit Committee
- 19 (vii) Finance Committee
- 20 (viii) Compensation Committee
- 21 (ix) Selection Committee  
22

23 Any Designated Committee must have athlete representatives equal to  
24 at least thirty-three and three-tenths percent (33.3%) with voice and vote.  
25

26 (b) "Other NGB Committee" means any NGB committee not  
27 contemplated by the definition of "Designated Committee" in these bylaws.  
28

29 ~~(b)~~(c) Committee members will not receive compensation for their  
30 services, although the reasonable expenses of athlete representatives may be  
31 paid or reimbursed in accordance with the policies of the NGB.  
32

33 2. Executive Committee: The Board shall form, from among its members,  
34 an Executive Committee which shall be empowered to act upon all matters requiring  
35 Board attention between meetings of the full Board. The Executive Committee shall  
36 have authority to act for the Board only in meetings in which all voting Executive  
37 Committee members are participating, and during such times the Executive Committee  
38 shall possess the same powers, authority and responsibilities as the Board. The  
39 Executive Committee shall discharge its responsibilities in accordance with the  
40 following provisions:  
41

42 (a) The Executive Committee shall consist of five (5) voting  
43 members, including the Chair; the Vice Chair; the USOPC AAC Representative,  
44 an athlete representative chosen by the NGB AAC, and one additional member,  
45 chosen by the Chair. The Chair shall chair the committee. The CEO shall be a  
46 non-voting member of the Executive Committee, and shall participate in all  
47 meetings. With the exception of the Chair, Vice Chair, and CEO who shall  
48 serve on the Executive Committee as long as they hold their respective  
49 positions, members of the Executive Committee shall be considered for re-  
50 appointment every two (2) years.  
51

1 (b) All actions taken by the Executive Committee must be ratified by  
2 the Board at its next meeting where a quorum is present, and if not so ratified,  
3 fail and measures taken in support of the action should be reversed to the  
4 extent reasonably possible.  
5

6 3. Nomination and Governance Committee. The Board shall form, from  
7 among its members, a Nomination and Governance Committee.  
8

9 (a) The Nomination and Governance Committee shall be comprised  
10 of five (5) members of the Board, representing a cross-section of backgrounds,  
11 selected by the Board Chair, and shall include at least two eligible athlete  
12 representatives, selected by the NGB AAC.  
13

14 (b) The Nomination and Governance Committee shall select  
15 candidates for the Board to consider as follows: If a vacancy occurs or is about  
16 to occur in a position of a director selected from individuals nominated by the  
17 Sport Committees, or USSF, that constituency shall nominate up to two (2)  
18 individuals to be considered by the Nomination and Governance Committee for  
19 selection to be a director. Should a constituent group forward only one  
20 nominee, the Nomination and Governance committee shall have the right, but  
21 not the obligation, to nominate one other candidate for review. The Nomination  
22 and Governance Committee shall review each nominee to the Board to  
23 determine his/her ability to provide effective representation and leadership on  
24 the Board, including such things as whether such nominee appears to maintain  
25 as a principal focus the well-being of the NGB generally rather than any  
26 particular interest or issue; and whether he/she possesses the requisite  
27 understanding of his/her particular discipline, competitive skiing and  
28 snowboarding generally, corporate operations or other matters necessary to  
29 provide effective representation on the Board. The Nomination and  
30 Governance Committee shall then select a candidate and forward that  
31 candidate to the Board for its approval.  
32

33 (c) The Nomination and Governance Committee may also be used  
34 to assist the Board in appointing any committees created by the Board or which  
35 the Board is required to fill under these bylaws.  
36

37 (d) The Nomination and Governance Committee shall, at the  
38 request of the Chair, work with the President and CEO to develop and  
39 implement an appropriate orientation program for new Directors and continuing  
40 education of existing Directors  
41

42 (e) The Nomination and Governance Committee shall, at the  
43 request of the Chair, review from time to time the governance structures of the  
44 NGB and propose any changes which may be necessary and/or desirable.  
45

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

1  
2 (a) Each Sport Committee shall consist of members of the relevant  
3 discipline, selected without regard to race, color, religion, national origin,  
4 sexual orientation, or sexgender, and elected by popular vote of the members  
5 of the relevant discipline, unless specifically provided to the contrary below or  
6 in Sport Committee operating procedures approved by the Board. Each Sport  
7 Committee shall include among its members at least the following  
8 representatives:  
9

10 (i) One member who is a member coach in the relevant  
11 discipline, elected by the members who are member coaches in the  
12 relevant discipline;  
13

14 (ii) One member who is an official in the relevant discipline,  
15 elected by the members who are officials in the relevant discipline;  
16

17 (iii) At least thirty-three and three-tenths percent (33.3%)  
18 eligible athlete representatives, appointed by the AAC; and  
19

20 (iv) The CEO of the NGB, or his/her designated  
21 representative(s).  
22

23 (b) Subject to approval by the Board, a Sport Committee may  
24 organize itself and/or its discipline by geographic subdivisions, and may  
25 provide that some or all seats on the committee shall be filled by members  
26 representing certain geographic subdivisions within the discipline. Geographic  
27 subdivisions and Sport Committee structure shall not be established arbitrarily  
28 or in such a way as to excessively concentrate representation or authority in  
29 any particular geographic subdivision.  
30

31 (c) Subject to approval by the Board, each Sport Committee shall  
32 have a chair and vice-chair, and those officers shall be selected by the  
33 members of the Sport Committee.  
34

35 (d) Subject to any restrictions stated expressly in, or necessarily  
36 implied by, these bylaws, and to approval by the Board, each discipline shall  
37 be entitled to establish its own operational policies and procedures enabling it  
38 to conduct its affairs in any manner approved by a majority of its members,  
39 including without limitation, organization into geographic subdivisions.  
40

41 (e) Each Sport Committee shall complete the nomination of its  
42 Board representative prior to the commencement of the annual meeting at  
43 which the Board is scheduled to elect its officers.  
44

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

1 concerning suspension or revocation of the right of members to participate in  
2 Protected Competition (as defined in the USOPC Bylaws).  
3

4 5. Judicial Committee. There shall be a Judicial Committee appointed by  
5 the Board who shall serve for fixed terms. Decisions of the NGB Judicial Committee  
6 shall be final and non-appealable within the NGB but may have other avenues of  
7 appeal by statute and by USOPC Bylaws. The NGB Judicial Committee shall  
8 establish policies and procedures not inconsistent with these Bylaws, which shall be  
9 approved by the Board. All members of the NGB Judicial Committee shall be  
10 disinterested individuals without a conflict of interest to the individuals or situations  
11 being heard.  
12

13 (a) The composition of the Judicial Committee shall be composed of  
14 at least thirty-three and three-tenths percent (33.3%) eligible athletes as that  
15 term is defined in Article IV, Section E above and shall be as follows:  
16

17 (i) A member at large of the NGB who shall serve as the  
18 Judicial Committee's Chair and who should have some legal training as  
19 a prerequisite for ~~consideration~~; consideration.  
20

21 (ii) Two (2) eligible athlete members selected by the  
22 Athletes' Advisory ~~Council~~; Council.  
23

24 (iii) Two (2) members at large of the NGB.  
25

26 (b) Except for athlete representatives, nominations for appointment  
27 to the Judicial Committee shall be provided to the Board by the Nomination  
28 and Governance Committee. In preparing to present such nominations, the  
29 Nomination and Governance Committee shall place significant weight on the  
30 availability of members under consideration to be located and contacted on  
31 short notice during the competition season as well as the members' knowledge  
32 of the NGB and of judicial process in general. Members of the Judicial  
33 Committee shall be considered every ~~two-four~~ (42) years for retention ~~and~~  
34 ~~there shall be no limit on the number of terms that can be served~~.  
35

36 (c) The Judicial Committee may request assistance with  
37 investigations from the Sport Judicial Panel from the discipline most closely  
38 involved in the particular issue before the NGB Judicial Committee.  
39

40 6. Ethics Committee. There shall be an Ethics Committee appointed by  
41 the Board.

42 (a) The composition of the Ethics Committee shall be composed of  
43 at least thirty-three and three-tenths percent (33.3%) eligible athletes as that  
44 term is defined in Article IV, Section E above and shall be as follows:  
45

46 (i) No more than one member of the Ethics Committee may  
47 be a director at any one time.  
48

49 (ii) Except for athlete representatives, the other members  
50 shall be proposed by the Nomination and Governance Committee and  
51 approved by the Board and shall be considered every two (2) years for

1 retention and there shall be no limit on the number of terms that can be  
2 served.

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

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

10  
11 (a) The Ethics Committee shall be a Designated  
12 Committee.

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

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

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

1 [with the Board on this work and secure appropriate Board approvals, and to](#)  
2 [communicate performance feedback to the CEO in conjunction with the Chair.](#)  
3

4 10. Selection Committee. Any Selection Committee with a role in the  
5 development, approval, and implementation of selection criteria for the selection of  
6 athletes, coaches and/or staff for protected competition will consist of at least three (3)  
7 members and will include at least one athlete representative to the Board and if there  
8 is only one athlete representative, such athlete representative will be a 10 Year athlete  
9 representative.  
10

11 11. Athletes' Advisory Council (AAC). There shall be an Athletes' Advisory  
12 Council which shall broaden communication between the NGB and athletes, and  
13 represent to the Board from time to time the interests of the athletes. The Athletes'  
14 Advisory Council shall be constituted, organized, and operated as determined by the  
15 vote of the eligible athletes, subject to approval by the Board, and in accordance with  
16 the USOPC's requirements.  
17  
18

**ARTICLE VII**  
**Meetings**

1  
2  
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 **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](mailto: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  
24 (a) ~~(a)~~ —The identity of the appellant;

25  
26  
27  
28 (b) ~~(b)~~ —The identity of the NGB representative or committee  
29 apparently responsible for the decision (hereinafter collectively the “appellee”);

30  
31 \_\_\_\_\_

32  
33 (c) ~~(c)~~ —A statement identifying whether the appeal requires  
34 action within five (5) days, and if so, the reasons why “urgent” attention is  
35 required;

36  
37  
38  
39 (d) ~~(d)~~ —Citation of the criteria, standards, or other material which  
40 the appellant contends NGB was obliged to follow in rendering the decision at  
41 issue;

42  
43 (e) A short and plain statement of all facts which the appellant  
44 contends demonstrate his/her satisfaction of the selection criteria at issue, and  
45 any other facts which the appellant contends demonstrate that the decision  
46 was not in accord with the published team selection procedures and criteria;

47  
48 (f) \_\_\_\_\_ The names of all potential parties who may be affected by the  
49 outcome of the appeal; and

50  
51 (f) \_\_\_\_\_

52 -

1 (g) (f) —The printed name, date, and signature of the complainant  
2 (and the signature of his/her parent or legal guardian if he/she is under  
3 eighteen (18) years of age).

4  
5 4. Upon receiving the written appeal, the CEO shall immediately distribute  
6 a copy of the appeal to each member of the NGB Judicial Committee. If the appeal is  
7 not deemed urgent, then within ten (10) days of receiving the Complaint, a member of  
8 the NGB Judicial Committee shall notify the Complainant in writing whether the NGB  
9 Judicial Committee shall hear the matter.

10  
11 5. If the appeal is not urgent, the appropriate Judicial Committee shall  
12 schedule a hearing at the earliest time convenient for members of the Judicial  
13 Committee, the aggrieved member and the appellee, and shall provide written notice of  
14 the date, and time for the hearing. Any person entitled to participate in the hearing  
15 may do so.

16  
17 6. If the appeal is urgent (i.e., requires a decision within five (5) days), the  
18 NGB Judicial Committee shall convene a hearing with three members of the Judicial  
19 Committee with at least one member an athlete representative, and shall also include  
20 the aggrieved member and appellee if possible.

21  
22 7. Notwithstanding anything herein to the contrary, if the urgency of the  
23 appeal requires a decision before a quorum of the appropriate Judicial Committee can  
24 be gathered despite best efforts to obtain a quorum, the parties will be asked to waive  
25 any claim of procedural error in order to proceed with the hearing and agree that the  
26 decision of those Judicial Committee members who were able to participate in the  
27 hearing shall be final, unless otherwise appealed as set forth below in this section.

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

34  
35 9. In any hearing conducted under this section, the Judicial Committee  
36 shall affirm the team selection decision at issue unless the aggrieved member proves  
37 by the balance of probability that the decision was not in accord with the published  
38 team selection procedures and criteria.

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

48  
49 1. The officer, representative or staff member of the NGB responsible for  
50 determining start or participation rights for any protected competition must immediately  
51 notify any member with any expectation of competing or participating in such

1 competition of any decision limiting or blocking such member's competition or  
2 participation in the event, and must provide reasons for the decision.

3  
4 1. \_\_\_\_\_

5  
6 2. As soon as possible after receiving notice that he/she will not be  
7 permitted to start or participate in a protected competition (but in all cases within three  
8 (3) days of any written notice of such decision, unless one or more of the days is a  
9 weekend or federal holiday, in which case such deadline shall be extended so as to  
10 afford the member the benefit of three business days), a member who believes that  
11 such decision was improper shall file a written appeal with the CEO of the NGB. The  
12 written appeal may be filed in person, by electronic mail  
13 (grievances@usskiandsnowboard.org), or by regular mail or other overnight delivery  
14 service to the principal office of the NGB (1 Victory Lane, Park City, Utah 84060).  
15 Failure to timely file such an appeal shall be deemed a waiver of any objections to the  
16 decision, and that decision shall then become final and non-appealable within the  
17 NGB. The written appeal shall include the same information required under Section C,  
18 paragraph 1(a) through 1(f) of this Article.

19  
20 3. \_\_\_\_\_ Upon receiving the written appeal, the CEO shall immediately distribute  
21 a copy of the appeal to each member of the NGB Judicial Committee.

22  
23 3. \_\_\_\_\_

24  
25 4. \_\_\_\_\_ 4. \_\_\_\_\_ If the appeal is urgent (i.e., requires a decision within five (5)  
26 days), the NGB Judicial Committee shall convene a hearing as soon as possible which  
27 shall include as many members of the Judicial Committee as can be gathered after  
28 using best efforts to obtain a quorum, and shall also include the aggrieved member and  
29 appellee if possible.

30  
31 5. \_\_\_\_\_ 5. \_\_\_\_\_ If the appeal is not urgent, the NGB Judicial Committee shall  
32 schedule a hearing at the earliest time convenient for members of the NGB Judicial  
33 Committee, the aggrieved member and the appellee, and shall provide written notice  
34 of the date, time, and type of hearing. Any person entitled to participate in the hearing  
35 may do so.

36  
37  
38  
39 6. \_\_\_\_\_ 6. \_\_\_\_\_ Notwithstanding anything herein to the contrary, if the urgency of  
40 the appeal requires a decision before a quorum of the Judicial Committee can be  
41 gathered, then the decision of those Judicial Committee members who were able to  
42 participate in the hearing shall be final, and shall not be subject to attack on the basis  
43 that a quorum was not present.

44  
45  
46  
47 7. \_\_\_\_\_ 7. \_\_\_\_\_ In any hearing conducted under this section, the aggrieved  
48 member shall have the same rights afforded complainants with grievances under  
49 Section B(iv)(6) of this Article. The hearing will be held by video or telephone  
50 conference or similar communication equipment by which all persons participating in  
51 the meeting can hear each other at the same time.

1  
2  
3 ~~8.~~ ~~8.~~—In any hearing conducted under this section, the Judicial  
4 Committee shall affirm the decision at issue unless the aggrieved member proves by  
5 the balance of probability that the decision was improper. The decision will be final  
6 and binding unless the denied opportunity to participate involves a Protected  
7 Competition.

8 ~~10.~~  
9 ~~9.~~ If the competition in question is a Protected Competition, as defined in  
10 the USOPC Bylaws, the appellant is not required to exhaust internal remedies with the  
11 NGB by filing a complaint. Instead, appellant may elect to pursue the matter with the  
12 USOPC by following the process set forth in Section 9 of the USOPC Bylaws.  
13

14 ~~11.~~—

15  
16 ~~12-10.~~ If the competition in question is a Protected Competition, as defined in  
17 the USOPC Bylaws, and the appellant elects to file a grievance through the NGB  
18 challenging a denial of an opportunity to participate in a Protected Competition, any  
19 party who wishes to challenge the decision may file a complaint with the USOPC  
20 under Section 9 of the USOPC Bylaws. After the filing of a Section 9 complaint with  
21 the USOPC, or simultaneously thereto, the appellant may file a demand for arbitration  
22 with the arbitral organization designated by the USOPC in accordance with any  
23 procedures and deadlines established in the USOPC Bylaws. The arbitration decision  
24 will be a final and binding decision.  
25

26  
27  
28 **E. Suspension from Participation in Competition.** The NGB shall not, through  
29 its officers, employees, representatives or otherwise, suspend any member for disciplinary  
30 reasons (including violations of the NGB Code of Conduct or the provisions of any contract  
31 between the member and the NGB) from participating or competing in any future “Protected  
32 Competition” (as defined in the USOPC Bylaws) without fair notice and the opportunity for a  
33 hearing concerning such action, unless otherwise stated below.  
34

35 1. General Provisions. Credible allegations that any member has violated  
36 any relevant federal, state, or local law in connection with his/her participation in NGB  
37 activities, has violated NGB Code of Conduct or agreements with the NGB, or other  
38 policies of the NGB and where a sanction is contemplated for violation of the policy  
39 including suspension of competition eligibility may be presented to any member of the  
40 NGB Judicial Committee, the CEO, or the CEO’s designee. Upon receipt of such  
41 credible allegations, it is the duty of such person to immediately notify the Chair of the  
42 Board of Directors and the CEO of the same.  
43

44 2. Proceedings. The NGB shall comply with the following procedures  
45 when a member is alleged to have committed any action contemplated by paragraph 1:  
46

47 (a) The CEO or his/her designee shall immediately cause the NGB  
48 staff to refer any such allegations referenced in Paragraph 1 of this Section E  
49 and any documents or materials relevant to those allegations to the NGB  
50 Judicial Committee.  
51

1 (b) The NGB Judicial Committee may consider the matter for  
2 disposition. One member of the appropriate Judicial Committee shall prepare  
3 and transmit to the NGB CEO and the accused member a written notice of  
4 proposed disciplinary proceedings via overnight delivery service or other  
5 similar, verifiable delivery method which notice shall include the following:  
6

7 (i) Identity of the accused member at issue;

8  
9 (ii) Citation of any rules, laws, codes of conduct, policies, or  
10 provisions of any agreement between the member and the NGB which  
11 the member is alleged to have violated;

12  
13 (iii) Factual basis for such allegation; and

14  
15 (iv) The maximum potential sanction.  
16

17 (c) The Judicial Committee will then request either a staff member of  
18 the NGB or the Ethics Committee review and investigate the matter at hand.  
19 The member will be required to complete a written report of the findings of  
20 his/her investigation. The report shall include a short and plain statement of the  
21 operative facts, which would form the basis for any disciplinary action. This  
22 report shall be transmitted to the Judicial Committee and the accused member  
23 no less than forty-eight (48) hours prior to the start of the hearing. The report  
24 and preliminary ruling shall be provided to the Complainant, Respondent, and  
25 the Judicial Committee.

26 ~~(e)~~

27 (d) The Chair of the Judicial Committee will convene a preliminary  
28 hearing to discuss a procedural schedule, which will include deadlines for the  
29 parties' submissions, for exchanging anticipated witness lists, and any  
30 exhibits/pieces of evidence that the parties anticipate using at the hearing, as  
31 well as determining a date for the hearing. The hearing shall be scheduled and  
32 conducted at such time as is convenient for the Judicial Committee and all  
33 parties, but in any event, it must begin at least seven (7) days before any  
34 affected competition, but no more than thirty (30) days after the date of the  
35 notice). The time, date and place of the hearing may be subsequently modified  
36 by the CEO or his/her designee if necessary to accommodate the schedules of  
37 parties, witnesses and other participants, provided however, that the hearing  
38 shall not be moved or rescheduled if doing so would prevent participation by the  
39 member at issue or prevent the hearing from being concluded at least forty-  
40 eight (48) hours before any affected competition, unless emergency  
41 circumstances warrant such a timeframe.  
42

43 (e) The participants shall have the rights set forth in Section B(iv)(6)  
44 of this Article throughout the hearing. The hearing will be held by video or  
45 telephone conference or similar communication equipment by which all persons  
46 participating in the meeting can hear each other at the same time.  
47

48 (f) At any disciplinary hearing, the designated member of the NGB  
49 or Ethics Committee shall be responsible for presenting all evidence of  
50 wrongdoing against the accused member to the Judicial Committee.  
51

1 (g) The Judicial Committee may suspend or revoke a member's  
2 right to participate in protected competition only if it finds by a unanimous vote  
3 (if the panel is composed of three members) or a majority vote (if the panel is  
4 composed of five or more) that a preponderance of the evidence shows the  
5 member has, in fact, engaged in conduct which violated applicable laws while  
6 representing the NGB or in connection with his/her participation in NGB  
7 activities, or has violated the NGB Code of Conduct, policies or agreements  
8 with the NGB.  
9

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

16 (i) The abovementioned procedures need not be followed, and the  
17 Judicial Committee may summarily impose sanctions including suspension or  
18 revocation of the member's right to compete if the member at issue waives  
19 his/her right to such procedures in writing, which shall be deemed to be an  
20 admission of the allegations.  
21

22 (j) If an impending competition requires a more expedited  
23 procedure and resolution for this type of matter, the parties may agree to a  
24 condensed timeframe or, if no agreement can be reached, the Chair of the  
25 Judicial Committee can set the procedural schedule as he/she sees fit to allow  
26 the accused member an opportunity to have the case resolved prior to the  
27 event the accused member wishes to partake in. Such an expedited procedure  
28 is encouraged when, pursuant to Section F of this Article, the CEO or his/her  
29 designee provisionally suspends the accused member.  
30

31 (k) Notwithstanding anything herein to the contrary, if the urgency of  
32 the appeal requires a decision before the entire Judicial Committee can be  
33 gathered despite best efforts, the parties will be asked to waive any claim of  
34 procedural error in order to proceed with the hearing and agree that the  
35 decision of those Judicial Committee members who are able to participate in  
36 the hearing shall be final.  
37

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

1  
2 The procedures for a provisional hearing are as follows:  
3

4 (a) The CEO shall immediately transmit the allegations at issue to all  
5 available members of the NGB Judicial Committee.  
6

7 (b) The aggrieved member shall have the right to seek review of the  
8 temporary order by providing to the CEO or his/her designee oral, and if possible,  
9 written notice of his/her intent to appeal within forty-eight (48) hours of receiving the  
10 temporary order notice. If the member notifies the CEO of his/her intention to appeal,  
11 the CEO shall immediately refer the matter to the NGB Judicial Committee for  
12 disposition. Absent such notice, the proposed temporary order shall remain in place  
13 through the resolution of the case.  
14

15 (c) If review is demanded by the aggrieved member, a procedural hearing  
16 will be convened promptly with the aggrieved member, CEO (or other NGB  
17 representative), and those available from the NGB Judicial Committee for the purpose  
18 of discussing, among other topics, the hearing procedure and schedule as well as any  
19 deadlines for submissions, anticipated witnesses, and exhibits.  
20

21 (d) Notwithstanding anything herein to the contrary, if the urgency of the  
22 appeal requires a decision before the entire Judicial Committee can be gathered  
23 despite best efforts, the parties will be asked to waive any claim of procedural error in  
24 order to proceed with the hearing and agree that the decision of those Judicial  
25 Committee members who are able to participate in the hearing shall be final.  
26

27 (e) The participants shall have the rights set forth in Section B(iv)(6) of this  
28 Article throughout the hearing. The hearing will be held by video or telephone  
29 conference or similar communication equipment by which all persons participating in  
30 the meeting can hear each other at the same time.  
31

32 (f) After both parties have had a right to be heard, the temporary order  
33 must be approved by a majority of those NGB Judicial Committee members who,  
34 through the best efforts of the NGB, can be contacted prior to the competition and who  
35 have a reasonable opportunity to hear both the member and any responsible NGB  
36 representative present and address the charges, personally or via telephone or fax.  
37

38 (g) Judicial Committee members may approve the temporary order only if  
39 the CEO or other NGB representative can demonstrate by clear and convincing  
40 evidence (this standard of proof is greater than the preponderance of the  
41 evidence standard commonly used to prove civil liability, but less than the beyond a  
42 reasonable doubt standard commonly used to prove criminal liability) that the  
43 member has violated any code of conduct or policy approved by the NGB or any  
44 applicable federal, state or local law. The allegations must be based on clear and well-  
45 documented evidence.  
46

47 (h) In the event that the circumstances of the hearing require a speedy  
48 decision, the Hearing Panel may issue a brief written interim decision followed by a  
49 longer written decision within fifteen (15) days of the conclusion of the hearing.  
50  
51

1           G.     **Competition Jury Appeals.** Any member aggrieved by the decision of any  
2 competition jury shall have the right to appeal such decision in accordance with the  
3 competition jury appeal policies and procedures established and adopted by the relevant Sport  
4 Committee and approved by the Board, which procedures shall comport with general  
5 principles of fairness, efficiency, due process, and FIS regulations where applicable.  
6

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

**ARTICLE X**  
**Indemnification**

1  
2  
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**

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

B. Proposed amendments shall be presented to the NGB national office in writing at least thirty (30) days but no more than sixty (60) days before any properly noticed meeting of the Board, except as permitted otherwise in Section D of this Article, and shall be ~~mailed by the NGB office to all members of the Board and Sport Committee members, and~~ posted in a prominent place on the NGB's website to all ~~other~~ members, at least ~~thirty-ten~~ (130) days before any meeting duly called.

C. Proposed amendments shall be presented as follows:

1. State who is proposing the amendments.

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

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

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

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

D. Unless withdrawn, proposed amendments which have been prepared less than ~~sixty-thirty~~ (360) days and circulated less than ~~thirty-ten~~ (130) days in advance of meetings at which such matters would otherwise be considered shall automatically be placed on the agenda for action at the next meeting of the Board ~~which is at least thirty (30) days after the date of mailing/posting of such proposed amendment~~.

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

F. Any amendment of these bylaws shall become effective ~~thirty (30)~~ ~~day~~immediates from the date of adoption by the Board as set forth above unless a referendum is called on the amendment, in which case the amendment shall take effect only upon approval by the general membership of the NGB as follows:

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

1 five percent (5%) of the members in good standing shall render the referendum null  
2 and void, and the amendment shall take effect as though there had been no attempt to  
3 call a referendum.  
4

5 2. Within sixty (60) days of an effective referendum call, the NGB shall mail  
6 to all members in good standing a ballot which shall include all information required to  
7 accompany a proposed amendment under Section C of this Article along with a  
8 statement by the Board describing its reasons for supporting the amendment, and a  
9 similar statement by the members responsible for the petition describing their reasons  
10 for opposing the amendment. The ballot shall provide space for members to approve  
11 or disapprove the amendment adopted by the Board and shall state that it must be  
12 received by the NGB within thirty (30) days of the date of mailing by the NGB to be  
13 considered.  
14

15 3. The vote of a majority of those members returning ballots to the NGB  
16 national offices within thirty (30) days of the date such ballots were mailed by the NGB  
17 shall carry the decision. Upon approval by a majority of those members returning  
18 ballots, the amendment shall become effective immediately. Upon disapproval by a  
19 majority of those members returning ballots, the Board's adoption of the same shall be  
20 nullified and the proposed amendment shall be defeated.  
21

**ARTICLE XII**  
**Financial Matters**

A. Fiscal Year.

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

B. Budget.

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

C. Audit.

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

D. Individual Liability.

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

E. Irrevocable Dedication and Dissolution.

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



**ARTICLE XIII**  
**Dissolution**

The NGB may dissolve only by an affirmative vote of the Board and Sport Committees in the manner and proportions described below. Each director and each Sport Committee shall be given notice of a special meeting called for the purpose of dissolution in the manner prescribed herein for special meetings. At a special meeting of the Board, three-quarters (3/4) of all then current directors must approve the proposed dissolution. Within ninety (90) days following Board approval of the dissolution, two-thirds (2/3) of all Sport Committee members, either voting by mail or in person at the called meeting, must approve the proposed dissolution. In the event of dissolution, the disposal of the assets of the NGB shall devolve upon the Board. No part of the assets, income, or net earnings of the NGB shall inure to the benefit of any NGB members or directors or any other individual. The property of NGB is irrevocably dedicated to charitable purposes, and no part of the net income or assets of NGB 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 ~~4011/16/2023~~4 and effective ~~4412/2016/2023~~4.