

CBVA Annual Agreement Documents

Code of Conduct and Disciplinary Action

Member Agreement
Updated August, 2025

Cambridge Boston Volleyball Association Inc. (CBVA) is an amateur athletic organization founded in the mid-1980s that provides a safe space for recreational and competitive volleyball within metropolitan Boston. CBVA welcomes all volleyball enthusiasts regardless of sexual orientation, race, gender, creed, religion, or national origin. CBVA focuses on providing members of the LGBTQIA+ community (and their allies) a venue to engage in the sport of volleyball.

CBVA was established as an organization to promote an inclusive and diverse community of volleyball enthusiasts, with the charge of providing a safe space for all members. CBVA aims to nurture this environment to foster acceptance and growth within and outside the community.

In light of our mission, CBVA aims to promote ways we can be better members of our community, for ourselves and for others. We ask that our members agree to demonstrate the following:

- Respect: Respect everyone regardless of race, gender identity, sexual orientation, religion, national origin, age, ability/disability, size, socio-economic status, or other identity categories.
- Mindfulness and Enlightenment: Be mindful of your speech and actions, and seek to educate or enlighten yourself and others to better understand the situation, position, or mindset of others.
- Listen and Dialogue: Be open to listening and engaging in dialogue about the diverse standpoints and backgrounds of others.
- Support: Be sensitive and reach out to members of the community who may be in distress or in need of support.
- Positive Community: Foster an environment that builds a sense of community and support, feeding from positive reinforcement and encouragement.
- Collaboration: Collaborate and engage with others in the spirit of authenticity and growth for oneself and others.

Code of Conduct and Disciplinary Action

Behaviors counter to our mission, including harassment, bullying, or abuse, will not be tolerated. Verbal abuse (including swearing, intimidation, taunting, and excessive mocking) and physical abuse/violence (either hand to hand or involving equipment, such as a volleyball) is strictly forbidden. Additionally, all members must adhere to public decency standards under Massachusetts law. Inappropriate or indecent behavior, including public urination, exposure, or any form of sexual activity in view of others, is strictly prohibited, regardless of ambiguity. Such actions will be treated

as serious offenses and may result in immediate disciplinary action, including potential suspension or expulsion from the league.

Disciplinary Procedures

The board of CBVA is responsible for administering this code. If any of these behaviors occur, the incident will be reviewed by the newly established Grievance Committee. The Grievance Committee is tasked with reviewing player complaints, investigating the situation, and interviewing all pertinent parties involved. After the Grievance Committee has completed its review, it will provide its findings to the Board. Retaliation against anyone who reports a concern or participates in a review is strictly prohibited.

The Board will then issue any necessary disciplinary actions based on the Grievance Committee's report. Typically, one warning will be given; a second infraction within the season will lead to a year-long suspension from the league. However, the executive board reserves the right to forgo a warning and default to a year-long suspension for a serious offense or for a member who has received other warnings in prior seasons. Permanent suspension may also be enacted for repeated offenses or extreme misconduct.

Members may request a review of any disciplinary action through an appeal process outlined in the CBVA Policies and Procedures document.

Speaker Usage

If a member of CBVA wishes to use a speaker during a session, they should be cognizant of those around them. Individuals who are hard of hearing, have auditory processing disorders, etc., may need an environment with limited ambient noise. Music shall not interfere with announcements, and no more than one speaker should be used in a gym at a time. Court managers are responsible for addressing speaker-related conflicts. Speaker usage should not create a nuisance or safety issue. Players who do not adhere to these rules may be barred from bringing a speaker to CBVA events.

For more details about grounds for removal, revocation of membership, and responsibilities of the Board of Directors in administering a safe, welcoming environment, please refer to the Policies and Procedures document in the Forms & Documents section of the CBVA website.

Early Access Policy

As part of our mission to prioritize inclusivity and ensure a supportive environment, CBVA is enacting a policy that grants early access to certain registration opportunities for specific cohorts of members.

These cohorts include:

- Significant current volunteership with an organization that supports LGBTQIA+ communities (ex. These could include CBVA, Y2Y, Gay For Good, Fenway Health, AIDS Action, GLAD, MassEquality, etc)

- Being a member of the LGBTQ+ community (voluntarily disclosed by the member, used solely for early-access eligibility, and kept confidential with access limited to designated Board members managing registration)
- Being a long-term CBVA member (at least three full seasons of membership; criteria and cut-off dates will be communicated each season in registration materials)

This policy is designed to strengthen the sense of community and provide opportunities for those who are historically underrepresented or who contribute to the growth and success of the league. We ask that members who do not qualify for early access respect this policy and recognize that it aligns with our core values of inclusivity and community-building. While we understand that some members may not fall within these cohorts, this policy is intended to benefit the league as a whole, ensuring an inclusive and thriving environment for everyone.

I AGREE ELECTRONICALLY TO THESE TERMS FOR CBVA DURING THE CURRENT SEASON.

Waiver and Release Agreement

Waiver and Release Agreement
Updated September, 2024

Cambridge Boston Volleyball Association Inc. (CBVA) is not responsible for any illness, injury, loss, or damage to person or property resulting from participation in, parking at, or traveling to and from activities. You must review and agree to the following agreement before taking part in any league activities.

ASSUMPTION OF RISK / WAIVER OF LIABILITY / INDEMNIFICATION AGREEMENT

In consideration of being allowed to participate in any way in CBVA's athletic or social programs and related events and activities, the undersigned acknowledges, appreciates, and agrees that:

1. The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death. While particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist;
2. Participation includes possible exposure to and illness from infectious diseases, including but not limited to MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist;
3. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, or others, and assume full responsibility for my participation;
4. I willingly agree to comply with the stated and customary terms and conditions for participation, including, as regards protection against infectious diseases. If, however, I observe any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately;
5. I, for myself and on behalf of my heirs, assigns, personal representatives, and next of kin, HEREBY RELEASE AND HOLD HARMLESS CBVA, their officers, officials, agents, employees,

volunteers, other participants, sponsoring agencies, sponsors, advertisers, and owners and lessors of premises used to conduct the event ('RELEASEES'), WITH RESPECT TO ANY AND ALL ILLNESS, INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law;

6. I FURTHER COVENANT AND AGREE NOT TO TAKE ANY LEGAL ACTION AGAINST CBVA FOR ANY CLAIMS THAT I HAVE RELEASED, WAIVED, OR DISCHARGED IN THIS ACKNOWLEDGEMENT;
7. I acknowledge that it is my responsibility to maintain adequate health and injury insurance to cover any medical expenses related to injuries or illnesses that may occur while participating in CBVA activities. I understand that CBVA and its Releasees do not provide health, dental, or injury insurance coverage for participants, and will not be held liable for any medical expenses, including but not limited to copays, coinsurance, deductibles, and other out-of-pocket expenses;
8. In the event of a medical emergency, I consent to receive appropriate medical treatment. I acknowledge that I am responsible for any medical expenses incurred as a result of any illness or injury during CBVA activities and that CBVA and its Releasees assume no responsibility for any costs associated with such treatment;
9. I agree that if any provision of this Waiver and Release Agreement is found to be unenforceable or invalid, that provision shall be severed from this Agreement, and the remainder of the Agreement shall remain in full force and effect.

I HEREBY CERTIFY THAT I AM EIGHTEEN (18) YEARS OR OLDER*, I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

*Minors (individuals under age 18) are not permitted to be members of CBVA, nor are they permitted to take part in CBVA's athletic or social programs.

Media Release

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Updated September, 2024

Cambridge Boston Volleyball Association Inc. (CBVA) may, from time to time, use photography, videography, or other media for the purposes of promoting the league, its activities, and operations. Participation in any CBVA event or activity constitutes consent to be photographed or filmed, unless a participant expressly opts out by notifying CBVA in writing prior to the event. CBVA will endeavor to specifically announce when photography or videography will take place.

By agreeing to this media release, I grant CBVA Inc., of Cambridge, MA, the perpetual, non-exclusive, royalty-free right and license to:

1. Record my participation and appearance on digital or film photography, video, audio, or any other medium (collectively, the 'Recordings').
2. Use my name (or any fictional name), likeness, voice, and biographical material in connection with these Recordings, to be used solely in or for CBVA Inc.'s promotional, operational, and fundraising purposes, including but not limited to written, electronic, and web publications, social media, and apps.
3. Reproduce, distribute, publicly display, and/or publicly perform, in print, electronic, or any other medium, copies of the Recordings, in whole or in part. I acknowledge that CBVA Inc. has the right to edit, alter, or modify the Recordings at its discretion for the stated purposes.

I understand that I am not entitled to any compensation for the use of the Recordings and that I am voluntarily granting this right.

Privacy and Media Sensitivity

CBVA Inc. understands that participation in a public organization can raise concerns for members who may wish to keep certain aspects of their identity private. We are committed to ensuring that no member is 'outed' or otherwise identified in any way they have not consented to.

We recognize the importance of protecting the privacy and safety of all members, especially within the LGBTQIA+ community. While we plan to create promotional materials, including short-form videos, to expand our mission, secure donations, clarify play levels, and promote social events, we will make every effort to ensure that any member who does not wish to appear in such content is respected. Members may opt out of being included in photos, videos, or other recordings by notifying CBVA in writing before or during events where media will be captured.

Our goal is to balance the need for promoting the league and growing our community with the utmost care for each member's privacy and identity. If you have any concerns regarding your inclusion in our media materials, please communicate with us, and we will take all reasonable measures to ensure your preferences are respected.

I further agree to release and forever discharge CBVA Inc., its agents, employees, and designated representatives from any and all claims, demands, or causes of action, in law or equity, that I, my heirs, or personal representatives may have arising out of or in connection with the use of the Recordings.

I agree to indemnify and hold harmless CBVA Inc. from any claims arising from the use of the Recordings as described above.

This release is governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts. If any provision of this agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

I AGREE ELECTRONICALLY TO THESE TERMS.