

## CVEATC CODE OF CONDUCT

Elite Athlete Services LLC (“EAS”) endeavors to provide a safe environment for all athletes and other individuals who reside, train, work or compete at the [CVEATC] (the “Center”). All individuals entering the Center as a participant consent to sign and abide by the guidelines and protocols described below for athletes, coaches and participants (each a “Participant” and collectively the “Participants”) of the Center and the same may be modified from time to time by EAS.

1. **Compliance with Law.** All Participants agree to comply with federal, state and local laws and ordinances. Each Participant shall familiarize himself or herself with all applicable laws and ordinances, provided, however, that in no event shall failure to have knowledge of the application laws or ordinances excuse any Participant from a violation of the same.

2. **Misconduct.** EAS requires order and discipline to promote efficiency, productivity, success and cooperation of the Participants. Although it is not possible to provide an exhaustive list of all types of impermissible conduct and performance, the following are some examples of impermissible conduct that may lead to legal action and/or corrective action, up to and including immediate dismissal from campus:

All forms of misconduct are strictly prohibited, including, but not limited to, bullying, belligerence, maliciousness, emotional and physical misconduct, harassment (including, but not limited to, sexual harassment), hazing, vulgarity, lewdness, profanity, defamation, and/or sexual misconduct (including, but not limited to, child sexual abuse). Prohibited misconduct shall include, without limitation, romantic or sexual relationships, which began during the sport relationship, between athletes or other Participants and those individuals (i) with direct supervisory or evaluative control, or (ii) who are in a position of power and trust over the athlete or other participant. In all circumstances, it will be presumed that coaches have this direct supervisory or evaluative control and are in a position of power and trust over those athletes or Participants they coach. The prohibition on romantic or sexual relationships does not include those relationships where it can be demonstrated that there is no imbalance of power. For example, this prohibition does not apply to a pre-existing relationship between spouses or life partners.

The Participant hereby consents that his or her conduct will at all times be dignified and civil, and hereby authorizes his or her immediate and permanent exclusion from the facility grounds if he or she breaches this covenant.

Participants will respect the privacy of each individual at the Center and not impose on them with gossip, personal problems or unwanted advice. Participants will be held solely responsible for any of their guests on the facility grounds at all times.

3. **No Alcohol permitted on campus.** The transportation, possession or unauthorized use of alcoholic beverages anywhere at the Center is prohibited, unless at official functions approved by EAS. Moderate consumption of alcoholic beverages in conjunction with professional conduct at designated special events is the only exception, and only if expressly authorized by EAS and arrangements have been made so that those who are drinking any alcohol are not driving or otherwise jeopardizing safety.

4. **No Smoking / No Tobacco.** Tobacco, tobacco products and smoking paraphernalia; vaping products and paraphernalia; and marijuana in any form are not permitted in the Center dormitories or facilities. *Smoking is NOT ALLOWED* anywhere at the Center.

5. **Illegal Drugs / Banned Substances.** The transportation, possession, or unauthorized use of illegal drugs, drug paraphernalia, banned substances, prohibited methods and/or paraphernalia related to prohibited methods, as defined by the National Collegiate Athletic Association (NCAA), International Olympic Committee (IOC), International Paralympic Committee (IPC), World Anti-Doping Agency (WADA), United States Anti-Doping Agency (USADA) or United States Olympic Committee (USOC) rules, is prohibited on the premises. Participants with valid Therapeutic Use Exemptions (TUE) may make use of substances or methods consistent with their TUE only.

6. **Visitors.** Visitors/unregistered individuals are prohibited in the dormitory areas or on the premises between 11:00 p.m. and 7:00 a.m. daily. When onsite, visitors must be accompanied by the Participant at all times.

7. **Quiet Hours.** Quiet hours are from 10:00 p.m. to 7:00 a.m. daily. This rule is strictly enforced.

8. **Access Cards.** Your Access Card identifies you and provides you entry to designated areas and facilities you are approved to access. You must keep your Access Card with you at all times.

***Scanning an Access Card by an unauthorized person(s) for any reason is prohibited.  
You are the only person who can use your access card.***

This includes passing cards to others to allow them access to the dining hall. If it is determined that Participant's Access Card has been improperly used in this or similar fashion EAS shall have the right to immediately and permanently remove the Participant from the Center. The person allowing their access card to be used for improper access AND the person(s) improperly using someone else's access card for access may both be subject to penalties.

- ~ Do Not prop dorm room doors or other doors open to avoid having to scan access card to enter room or facility
- ~ Never allow your access card to be used by others to access Dining Hall, Strength & Conditioning, Easton Archery Center or other Center facilities on campus
- ~ Always scan your access card:
  - at the Security Booth when entering the Center campus
  - when entering any facility (even if person in front of you holds the door open)
  - when entering the Dining Hall (Never jump the turnstile or squeeze around it or enter other doorways or move stanchions/barriers to gain access. You must always scan your card at the turnstile. Otherwise, you are subject to losing dining privileges)
- ~ If you lose your Access Card a \$5 fee is required to provide you with a new one
- ~ Temporary Access Cards:
  - o EAS will grant a temporary access card for a 24-hour period for any misplaced card. After 24 hours, this card will deactivate and must be returned to EAS. A \$5 reactivation fee will be required if the original access card cannot be found and a new one is required.
  - o Temporary access cards are only granted during ACI hours of operation.

9. **Physical Damage to Property.** Any physical damage to a facility or loss of items from a dormitory room (e.g., blankets, lamps, etc.) will be charged to the Participants assigned to the room in which the damage or loss occurs, or to the athlete who had occupied the premises, in EAS' sole discretion. In addition to any other provision herein, the signatory hereto agrees to immediately indemnify EAS against any and all loss, liability, cost, expenses or damage caused by the signatory hereto to the facilities of EAS or of any moveable property, building, structure or facility at the Center.

10. **Personal Property.** The Center (including, without limitation, EAS) is not responsible for theft, loss or damage to the personal property or articles of athletes, coaches, officials, trainers, managers, spectators, visitors, Participants or residents on-site. It is recommended that Participants residing on-site purchase tenant or renter's insurance to cover loss of their personal property. EAS is not responsible for providing any security or security systems to anyone using or present at the Center. **AFTER TWO WEEKS EAS SHALL HAVE FULL RIGHT OF POSSESSION AND OWNERSHIP OF ANY ITEMS THAT HAVE BEEN PLACED IN THE LOST AND FOUND AREA AND MAY KEEP, THROW AWAY, DONATE, OR DO WHATEVER EAS DEEMS IS APPROPRIATE WITH THE ITEM.**

11. **Prohibited Equipment.** Except for items provided by EAS, space heaters, electric frying pans, toaster ovens, microwaves, hot plates, or any appliances or equipment rated above 6 amps and/or 1000 watts are strictly prohibited in the dormitories.

12. **No Extension Cords / Adapters.** If additional outlets are needed, a multiple-outlet strip is required at the Participant's expense. Extension cords and plug-in adapters not acceptable. The Center is not responsible for any loss or damage to personal property due to power surges or related incidents.

13. **No Candles or Flame Based Products.** Candles, incense, flame-based aromatherapy devices or any other type of open flame items are prohibited in the dormitories.

14. **No Weapons.** Tactical sports equipment (e.g., archery arrows and bows) must be stored in the appropriate location at the Center. Oversized sports equipment may not be stored in the dormitory and must be stored in the appropriate location at the Center. **FIREARMS, AMMUNITION AND TACTICAL WEAPONS ARE NOT ALLOWED. ARROWS AND BOWS CAN BE STORED AT EASTON ARCHERY CENTER ONLY.**

15. **Hallways Clear.** The dormitory hallways must remain clear of debris at all times. No athlete may store bicycles, furniture, clothing or other items in the hallways. If you require bicycle storage or need an item of furniture removed, please contact the front desk.

16. **No Animals Except Service Animals.** Animals are strictly prohibited in the dorms and on-site anywhere at the Center, with the exception of service animals, as defined under federal law. All service animals must be reported upon check-in. Emotional Support Animals (ESA), comfort animals, and therapy dogs are not Service Animals under Title II and Title III of the ADA. ESAs may be permitted on the CVEATC complex as a reasonable accommodation, which will be determined on a case-by-case basis consistent with the law. When the disability or need for an ESA is not obvious, CVEATC may require appropriate documentation of the disability and the disability-related need for a support animal. Generally, ESAs are not permitted in the following campus buildings, although exceptions may be made on a case-by-case basis to the extent the presence of an ESA in these locations is part of a reasonable accommodation:

- o Dining Hall
- o Strength & Conditioning

17. **Checkout 10am.** Checkout from the dorms on the day of departure is at 10:00 AM. All belongings must be removed from the room prior to 10:00 AM. Additional charges may be incurred if rooms are not vacated before 10:00 AM on the required day.

18. **Return Access Cards.** At your final departure date, your Access Card must be returned to the front desk before leaving the Center premises.

19. **No Tampering With Fire Alarm or Security System.** The willful disabling of any smoke detector or tampering or interfering in any way with any fire alarm system or security system, including causing a false fire alarm (by pulling the fire alarm handle), will result in immediate dismissal from the Center.

20. **Vehicles and Equipment.** Driving and parking any motor vehicle on campus is a privilege that may be restricted or denied for irresponsible or illegal operation of personal vehicles, golf carts or other motor driven implements. All who wish to drive and park on site must complete and submit the Center Vehicle and Parking Policy agreement to Security. The form may be found at Policies and Waivers at the bottom of the webpage at: [www.trainatchulavista.com/Policies.com](http://www.trainatchulavista.com/Policies.com). All motor vehicles brought to the Center must be insured with insurance coverage at reasonable levels, as determined by EAS.

21. **Bicycles, Scooters and Skateboards.** The terms and conditions set forth in the "Riding Policy " available on the Center website at [www.trainatchulavista.com/Policies](http://www.trainatchulavista.com/Policies) are incorporated by reference herein and each Participant hereby agrees to comply with the terms of such policy.

22. **Mail.** Receiving personal mail delivery at the Center is available for On-Site Resident athletes only. Off-Site athletes and coaches should have personal mail delivered to their place of residence. If needed, there is a Postal Annex a short drive from the Center at 1741 Eastlake Pkwy. Ste 102, Chula Vista.

23. **Minors.** Minor children who are not Participants are permitted to enter the Center only on the condition that their parents or legal guardians review, agree and execute the "Liability Waiver and Release Form (Minor Child)" available on the Center website at [www.trainatchulavista.com/Policies](http://www.trainatchulavista.com/Policies), the terms of which are incorporated by reference herein.

24. **Assumption of Risk; Risk of Loss.** Each person who enters the Center and/or uses the Center's facilities does so at his or her own risk.

25. **Accident, Injury or Emergency.** In the event of an accident, injury or any other emergency notify EAS immediately at the following numbers (please call the second number if there is no answer at the first number):

(619-392-2647) or (757-899-0464).

26. **Use of Premises.** EAS reserves the right to refuse permission for any person to use the Center's facilities or be on the premises of the Center.

27. **Documentation.** EAS shall require Participants to sign other releases, indemnities or documents in EAS' sole discretion prior to use of the facilities at the Center. No person will be allowed to use any facilities or be present on the Center's campus without completing and signing all documentation required or requested by EAS in EAS' sole discretion.

28. **Protective Equipment.** Participants are exclusively responsible for providing their own protective headgear, footwear and body wear. EAS reserves the right to refuse to allow any person who is not wearing the appropriate protective headgear, footwear and/or body wear to engage in the related activities.

29. **Maintenance.** Participant must report to EAS any and all problems or maintenance issues observed by Participant with respect to any of the facilities at the Center.

30. **Emergency Contact.** Participant will maintain current "Emergency Contact" information on file with EAS.

31. **Business Activities.** No commercial activities, including, without limitation, the sale or marketing of products, goods or services, are permitted at the Center.

32. **Illegal Activities.** No illegal activities are permitted at the Center.

33. **Concerned Participants.** If a Participant has any problems or concerns pertaining to the Center, including, without limitation, conditions of the facilities or the safety of any person, it is Participant's responsibility to inform management of EAS in writing. At no time should the Participant request changes from the Center's maintenance employees, as such employees do not have the authority to act upon or change such policy or procedure.