Draft: 16 March 2021

The International Waterski & Wakeboard Federation Limited

IWWF Safeguarding Regulations

(supplemental to the IWWF Safe Sport Policy)

Adopted by the Executive Board [ ] 2021

The International Waterski & Wakeboard Federation Limited registered in England and Wales with company number 04906594

1. INTRODUCTION

1.1. The IWWF is the international federation responsible for the global governance of the water sport disciplines described under “Disciplines” on the IWWF Website (the “**Sport**”). It is also the organiser of various international Sport events. It is a not for profit company limited by guarantee and established under English company legislation.

1.2. The IWWF recognises that ensuring the welfare of all those participating in the sport is fundamental in its own right. It is also vital for the good reputation of the sport of water skiing and wakeboarding and its long-term health and vitality at all levels. Accordingly, the IWWF expects all National Federations and Participants to maintain appropriate standards and behaviour in relation to their welfare and that of other people around them at all times.

1.3. The core aim of these IWWF Safeguarding Regulations is to ensure the welfare of Protected Persons. These IWWF Safeguarding Regulations establish a framework through which the IWWF may address matters concerning the harm, or possibility of harm, to Protected Persons in connection with IWWF Events (including IWWF Events to be held at a future date).

1.4. Certain defined terms are used in these IWWF Safeguarding Regulations and their respective meanings are set out in Appendix 1.

2. SCOPE AND APPLICATION

2.1. These IWWF Safeguarding Regulations apply to Participants. For these purposes, a "**Participant**" is:

(a) any athlete who is selected as part of a team or squad to participate in an IWWF Event, or who otherwise participates in an IWWF Event; and/or

(b) any coach, trainer, manager, selector, official, doctor, physiotherapist or any other person who is employed by, represents or is otherwise affiliated to an athlete, team or squad that participates in an IWWF Event; and/or

(c) any IWWF Official, Chief Judge, Jury Panel Member, Venue Owner/Organiser, Event Support Personnel involved in an IWWF Event; and/or

(d) any other individual who participates in any official capacity, on behalf of the IWWF, a National Federation or IWWF Event organising committee, during the course of an IWWF Event; and/or

(e) any other person who from time to time is engaged directly or indirectly in any activity on behalf of the IWWF, a National Federation or IWWF Event organising committee, in relation to the organisation or administration of an IWWF Event;

(f) National Federations, insofar as these IWWF Safeguarding Regulations impose direct obligations upon them; and/or

(g) any other person who has agreed (by written agreement or otherwise) to be bound by these IWWF Safeguarding Regulations.

2.2. Each existing Participant is automatically bound by these IWWF Safeguarding Regulations from their Issue Date and any person who becomes a Participant after the Issue Date shall be automatically bound from the date that they become a Participant. From that point, he/she shall be deemed to have agreed:

(a) not to engage in Prohibited Conduct or otherwise breach these IWWF Safeguarding Regulations;

(b) that it is his/her personal responsibility to familiarise him/herself with all of the requirements of these IWWF Safeguarding Regulations, and to comply with those requirements (where applicable);

(c) to submit to the jurisdiction of the IWWF to investigate apparent or suspected Prohibited Conduct;

(d) to submit to the jurisdiction of the Safeguarding Chairperson and/or a Safeguarding Panel convened under these IWWF Safeguarding Regulations to hear and determine, (i) any allegation that a Participant has engaged in Prohibited Conduct or otherwise breached these IWWF Safeguarding Regulations; and (ii) any related issue (e.g., in respect of Provisional Suspensions, any challenge to the validity of the charges, or any challenge to the jurisdiction of the IWWF or Safeguarding Chairperson or a Safeguarding Panel, as applicable);

(e) to submit to the jurisdiction of any Safeguarding Appeal Panel to determine appeals made pursuant to these IWWF Safeguarding Regulations;

(f) not to bring any proceedings in any court or other forum that are inconsistent with the foregoing submissions to the jurisdiction of the Safeguarding Chairperson, a Safeguarding Panel or a Safeguarding Appeal Panel; and

(g) to waive and forfeit any rights, defences and privileges provided by any law in any jurisdiction to withhold, or reject the provision of, information requested by the IWWF pursuant to any investigation under these IWWF Safeguarding Regulations.

2.3. These IWWF Safeguarding Regulations are not criminal laws but rather rules of conduct for those involved in the Sport. However, Prohibited Conduct may also be a criminal offence and/or a breach of other applicable laws or regulations. These IWWF Safeguarding Regulations are intended to supplement such laws and regulations. They are not intended, and should not be interpreted, construed or applied, to prejudice or undermine in any way the application of such laws and regulations. Participants must comply with all applicable laws and regulations at all times. Where a Participant who is an employee, contractor, or other representative of the IWWF breaches these IWWF Safeguarding Regulations, the IWWF may choose to pursue its remedies against him/her

under employment law and/or contract law and/or under these IWWF Safeguarding Regulations, as it sees fit.

3. PROHIBITED CONDUCT

Any act or omission that would amount to a breach of Articles 3.1 - 3.4 of these IWWF Safeguarding Regulations shall constitute "**Prohibited Conduct**".

3.1. No Participant may (i) engage, or attempt or threaten to engage, in conduct that directly or indirectly harms the physical and/or mental welfare and/or safety of one or more Protected Persons, and/or (ii) pose a risk of harm to the physical and/or mental welfare and/or safety of one or more Protected Persons. Without limitation, Appendix 2 to these IWWF Safeguarding Regulations sets out some conduct that might constitute 'harm' for these purposes.

NOTE:

'Harm' is not a narrow concept and can mean different things in different contexts. It is not necessary for conduct (or attempted or threatened conduct) to take place in the context of the Sport's activities. For example (and without limitation), in the event that a Participant has at any time been convicted or cautioned for, or charged with, any offence that concerns harm to other individuals (whether or not those individuals participate in IWWF Events, and whether or not any conviction or caution has been 'spent' or 'served'), that may form the basis of action under these IWWF Safeguarding Regulations as a result of that Participant posing a risk of harm (regardless of whether or not the relevant offence, or alleged offence, took place in the context of IWWF Events or the Sport more generally).

3.2. All Participants subject to an IWWF investigation under these IWWF Safeguarding Regulations, or who may otherwise be asked to assist with any such investigation, shall cooperate, without delay, with the IWWF's investigation, unless there is compelling justification as to why he/she is unable or unwilling to cooperate with the IWWF's investigation.

3.3. No Participant (whether directly or indirectly through a third party) may treat any other Participant or other person in a negative and/or detrimental manner on the ground or belief that such Participant or other person has reported a concern or matter to the IWWF and/or assisted the IWWF in any manner in relation to any investigation or proceedings brought under these IWWF Safeguarding Regulations.

3.4. No Participant who is the subject of any investigation in relation to matters covered by these IWWF Safeguarding Regulations shall act in bad faith (including, without limitation, falsifying, distorting or misrepresenting information, the resolution process or the outcome of an investigation or sanctions/risk management measures imposed).

4. REPORTING AND THE IWWF'S POWERS OF INVESTIGATION

NOTE:

The IWWF wants to be presented with any information, from any source, where there is reason to believe that a Participant has harmed or presents a risk of harm to one or more Protected Persons (especially, although not exclusively, in relation to Young Persons and Adults at Risk).

Absent any specific duty on the person making a report outside of these IWWF Safeguarding Regulations (for example, any duty owed by a National Federation to its participants or as an employer), it is not the responsibility of those reporting concerns to the IWWF to determine if a Protected Person has been harmed or are otherwise at risk of harm. All concerns should be reported directly to the IWWF, in addition to any other appropriate bodies (for example, local child protection agencies, or the local police if criminal activity is suspected or in an emergency).

The IWWF will support those who wish to make a report and provide any guidance that may be necessary in relation to the making of a report. In addition to any reporting processes that may from time to time be publicized for specific IWWF Events, reports can be made to the IWWF in confidence at any time:

To: Karen McClintock, Chair of the Safe Sport Committee,
+1-613-294 1945 karen@karenmcclintock.com

4.1. Upon receipt of information (from any source) that gives the IWWF ground(s) to suspect that a Participant might have engaged in Prohibited Conduct, the IWWF will be entitled to investigate the matter.

4.2. In relation to any investigation commenced under these IWWF Safeguarding Regulations, the IWWF may:

(a) investigate the matter itself; and/or

(b) appoint another person or others, including an independent safeguarding expert (or experts), to assist in relation to the investigation or investigate the matter on the IWWF's behalf.

4.3. In relation to any investigation commenced under these IWWF Safeguarding Regulations, the IWWF (or its appointee) may require any Participant (and request other parties) to:

(a) attend to answer and provide information and/or answer questions by way of interview;

(b) produce documents, information or other material in whatever form held;

(c) undertake a risk assessment by a suitably qualified person appointed by the IWWF (or its appointee) in such form as the IWWF (or its appointee), at its discretion, considers appropriate; and/or

(d) cooperate in any other manner that might be necessary or desirable for the purposes of the investigation.

5. PROVISIONAL SUSPENSION

5.1. At any point in time where the IWWF has reasonable ground(s) to suspect that a Participant has engaged in Prohibited Conduct, it may impose a Provisional Suspension on that Participant, for such duration, and on such terms and conditions as it considers appropriate, pending final determination of the matter.

5.2. The IWWF will impose a Provisional Suspension only in cases where it considers it to be reasonable and proportionate, taking into account the aims and objectives of these IWWF Safeguarding Regulations. Prior to issuing a Provisional Suspension, the IWWF will consider the following matters:

(a) whether any Protected Person is or may be at risk of harm;

(b) the prospect of any charge(s) made (or that might be made) under these IWWF Safeguarding Regulations being upheld;

(c) the seriousness of the suspected Prohibited Conduct;

(d) whether a Provisional Suspension is necessary or desirable to allow the conduct of any investigation by the IWWF, National Federation, the police or any other relevant authority to proceed unimpeded;

(e) the opinion of any independent safeguarding expert (should the IWWF choose to seek such an opinion); and

(f) any other circumstances that might be relevant to the individual case.

5.3. If the IWWF issues a Provisional Suspension, the Participant will be promptly notified by the IWWF. The notification should, unless impracticable for any reason (such as prejudice to an investigation or because of the risk of harm to any person):

(a) set out the reasons why the Provisional Suspension has been imposed;

(b) detail the scope of the Provisional Suspension, i.e., which activities the Participant is prohibited from undertaking (which may be all or some of those activities set out at Article 5.6; and

(c) advise that the Participant may apply to have the Provisional Suspension lifted or varied in accordance with the process described in Articles 8.5 to 8.9 inclusive.

5.4. A Participant subject to a Provisional Suspension may apply to have it lifted or varied. Such an application shall be made in writing and submitted to the IWWF for the consideration of the Safeguarding Chairperson (or his/her appointee), to be determined in accordance with Articles 8.5 to 8.9 inclusive.

5.5. A Provisional Suspension will otherwise remain in force pending final determination of the matter.

5.6. Unless the terms of a Provisional Suspension are varied in any way, while a Provisional Suspension exists a Participant may not compete, coach, attend, officiate or otherwise participate or be involved in any capacity in any competition, event or activity (other than authorised education or rehabilitation programmes) that is authorised, organised, sanctioned, recognised or supported in any way by the IWWF, a National Federation, or any member under the jurisdiction of a National Federation, or provide media or other services at any official venue or competition.

5.7. The IWWF may publish and/or share information relating to Provisional Suspensions on a 'need to know' basis with the president /chair and/or any other appropriate person of any relevant National Federation and other relevant third parties, in such form and manner, and to such extent, as it deems necessary for the purposes of enforcement and/ or compliance and having due regard to the aims and objectives of these IWWF Safeguarding Regulations at all times. The IWWF may also post a notification on its website stating that a Participant is subject to a Provisional Suspension, with or without a brief description of the underlying reasons.

5.8. National Federations shall take all reasonable steps within their powers to give effect to Provisional Suspensions to the extent that they have the jurisdiction, power or ability to do so.

6. NOTICE OF CHARGE AND REFERRALS TO THE SAFEGUARDING CHAIRPERSON

6.1. If, as the result of an investigation commenced under Article 4.1 of these IWWF Safeguarding Regulations (or in the case of a breach of Article 3.2 and/or Article 4.2 an investigation is impeded and cannot be concluded) the IWWF concludes that the Participant under investigation has a case to answer for Prohibited Conduct, the IWWF will send a written notice of charge ("**Notice of Charge**") to that Participant, copied to the president/chair of the Participant's National Federation:

(a) confirming that a charge(s) is (are) being issued against the Participant under these IWWF Safeguarding Regulations and that the matter is being referred to the Safeguarding Chairperson;

(b) detailing the facts and evidence on which the charge(s) is (are) based;

(c) detailing the terms and conditions of any Provisional Suspension (if different to or not already imposed under Article 5);

(d) setting out the sanction(s) and/or risk management measure(s) that the IWWF considers appropriate in the event that the charge(s) is (are) admitted or upheld; and

(e) requiring the Participant's written response to the charge(s) within 21 (twenty-one) days.

6.2. A Participant may respond to a Notice of Charge in one of the following ways:

(a) to admit the charge(s) and accede to the sanction and/or risk management measure(s) specified in the Notice of Charge;

(b) to admit the charge(s), but indicate an intention to dispute and/or seek to mitigate the proposed sanction and/or risk management measure(s) specified in the Notice of Charge by way of hearing in accordance with Articles 8.10 to 8.28 inclusive; or

(c) to deny the charge(s) and to have the charge(s) and (if the charge(s) is (are) upheld) any appropriate sanction and/or risk management measure(s) determined at a hearing in accordance with Articles 8.10 to 8.28 inclusive.

6.3. In the event that a Notice of Charge is sent to a Participant who was under the age of 18 years when the relevant Prohibited Conduct is alleged to have occurred, the IWWF may send a copy of the Notice of Charge to the Participant's parent/legal guardian/carer in addition to the Participant's National Federation.

6.4. Following receipt of a response to a Notice of Charge under Article 6.2 (b) or 6.2.(c) where the Participant indicates that he/she wants the matter to be determined at a hearing in accordance with Articles 8.10 to 8.28 inclusive, the IWWF will request that the Safeguarding Chairperson convene a Safeguarding Panel to determine the matters set out in the Notice of Charge at a hearing.

6.5. In the event that no response to the Notice of Charge is received from the Participant within 21 (twenty-one) days, or by any extended timeline that the IWWF deems appropriate, the Participant will be deemed to have:

(a) admitted the charge(s) as specified in the Notice of Charge;

(b) waived his/her entitlement to a hearing; and

(c) acceded to the sanction and/or risk management measure(s) specified in the Notice of Charge.

7. SAFEGUARDING GROUP

7.1. The IWWF will establish a group of individuals who individually shall be eligible to sit on any Safeguarding Panel. The group (collectively, the "**Safeguarding Group**") shall consist of:

(a) a legally qualified independent chairperson ("**Safeguarding Chairperson**"); and

(b) such additional independent members (with appropriate expertise drawn from, without limitation, legal, policing, social work, offender management and/or sport administration backgrounds) who may be appointed by the Safeguarding Chairperson in his/her discretion (either on a standing or *ad hoc* basis).

7.2. The primary purpose of the Safeguarding Group and, as convened, Safeguarding Panels and Safeguarding Appeal Panels, will be to consider cases referred to the Safeguarding Chairperson by the IWWF under Article 6 in accordance with Article 8. The Safeguarding Group (or individual members thereof) may also fulfil such other relevant responsibilities as the IWWF may specify from time to time.

7.3. The IWWF will provide administrative and secretarial support to the Safeguarding Group and any Safeguarding Panel or Safeguarding Appeal Panel that is convened from time to time, or otherwise arrange for the provision of such support. Subject to the costs shifting provisions of Article 8.27, the IWWF shall also meet the costs, fees and expenses properly incurred by any Safeguarding Panel or Safeguarding Appeal Panel.

7.4. The Safeguarding Chairperson will be appointed for a term of up to 4 years. If the Safeguarding Chairperson is for any reason unable, unwilling or unfit to continue to serve during his/her term, the IWWF will appoint another suitably qualified independent person in his/her place for the remainder of the term.

8. SAFEGUARDING PANELS/HEARINGS

Appointment of Safeguarding Panels

8.1. Any matter referred to the Safeguarding Chairperson shall be determined by a panel consisting of no fewer than three members of the Safeguarding Group, each of whom shall be appointed by the Safeguarding Chairperson ("**Safeguarding Panel**") with one legally qualified member acting as chair of the Safeguarding Panel. For the avoidance of doubt, the Safeguarding Chairperson may appoint himself/herself to a Safeguarding Panel.

8.2. The Safeguarding Chairperson shall notify both the IWWF and the Participant of the identity of the Safeguarding Panel that will hear and determine the matter (as applicable).

8.3. If any member of a Safeguarding Panel is for any reason unable, unwilling or unfit to continue to serve on a Safeguarding Panel, the Safeguarding Chairperson shall revoke that member's appointment and appoint an alternative member from the Safeguarding Group.

8.4. Where a ruling is required in relation to any urgent matter before a Safeguarding Panel has been convened, the Safeguarding Chairperson (or, if the Safeguarding Chairperson cannot consider the matter urgently, another member of the Safeguarding Group appointed by the Safeguarding Chairperson) shall determine that matter alone or he/she may refer that matter to a Safeguarding Panel (once convened).

Conduct of applications relating to Provisional Suspension

8.5. All applications in relation to Provisional Suspensions shall be heard by the Safeguarding Chairperson or a member of the Safeguarding Group appointed by the Safeguarding Chairperson (in either case, acting alone).

8.6. A Provisional Suspension imposed under Article 5 may only be lifted or varied if the terms of the Provisional Suspension are found to be unreasonable and/or disproportionate by the Safeguarding Chairperson or his/her appointee.

8.7. Any evidence and submissions of the IWWF and Participant regarding the Provisional Suspension will be made in writing unless the Safeguarding Chairperson or his appointee orders that they should be made in person or orally by telephone or video link (but there shall otherwise be no right to make oral representations in any manner). The Safeguarding Chairperson or his/her appointee shall give the IWWF and the Participant the opportunity to comment on the other's submissions prior to making a decision in relation to the lifting, varying or upholding of the Provisional Suspension.

8.8. In the event that the Safeguarding Chairperson or his/her appointee finds that the Provisional Suspension imposed under Article 5 is unreasonable and/or disproportionate, he/she may lift or vary the Provisional Suspension on such terms as he/she considers are reasonable and proportionate.

8.9. In the event that the Safeguarding Chairperson or his/her appointee upholds the Provisional Suspension, he/she may specify under which circumstances and/or after which date a further application (if any) may be made by the Participant.

Conduct of proceedings

8.10. Subject to the discretion of the person appointed as chair of a Safeguarding Panel ("**Panel Chair**") to order otherwise for good cause shown by either the IWWF or the Participant, hearings before the Safeguarding Panel shall take place at a venue nominated by the Panel Chair (having due regard to the most appropriate venue in all the circumstances of the case).

8.11. As soon as practicable after the formation of the Safeguarding Panel, the Panel Chair shall issue directions in relation to the procedure and timetable to be followed in the proceedings. Where the Panel Chair deems appropriate, he/she shall hold a directions hearing prior to issuing such directions. In particular, the directions shall:

(a) fix the date, time and venue of the hearing;

(b) establish a schedule for the exchange of written submissions and evidence in advance of the hearing, including confirmation by the IWWF of the details of its prima facie case, confirmation by the Participant of the details of his/her defence and/or mitigation, and provision for the IWWF to reply to the Participant's defence and/or mitigation; and

(c) make such order as he/she deems appropriate in relation to the manner and form in which any witness or expert evidence should be produced, provided that:

(i) a party intending to rely upon the evidence of a witness or expert shall serve a statement or report setting out the proposed evidence of such witness or expert at a date in advance of the hearing that is specified by the Panel Chair; and

(ii) the Safeguarding Panel shall have the power to allow, refuse or limit the evidence or appearance at the hearing of any witness or expert; and

(d) make such order as he/she shall deem appropriate in relation to the disclosure of relevant documents and/or other materials in the possession or control of either party.

8.12. Where the Safeguarding Panel determines, of its own motion or at the request of the parties, to hold a directions hearing, the hearing may be held in person or by telephone or video link. The non-attendance of any party or his/its representative(s) at the directions hearing, after proper notice of the hearing has been provided, shall not prevent the Panel Chair from proceeding with the meeting in such party's absence, whether or not any written submissions are made by or on behalf of that party.

8.13. The Safeguarding Panel shall have all powers necessary for, and incidental to, the discharge of its responsibilities under these IWWF Safeguarding Regulations, including (without limitation) the power, whether on the application of a party or of its own motion:

(a) to appoint an expert to assist or advise the Safeguarding Panel on a specific issue or issues, such expert to be and remain impartial and independent of the parties, and the costs of such expert to be borne by the parties or in such manner as directed by the Safeguarding Panel;

(b) to expedite or to adjourn, postpone or suspend its proceedings, upon such terms as it shall determine, where fairness so requires;

(c) to extend or abbreviate any time limit;

(d) to conduct such enquiries as appear necessary or expedient in order to ascertain the facts;

(e) to order any party to make any property, document or other material in its possession or under its control available for inspection by the Safeguarding Panel and/or any other party;

(f) to allow one or more third parties to intervene or be joined in the proceedings, to make all appropriate procedural directions in relation to such joinder or intervention, and thereafter to make a single final decision or separate decisions in respect of all parties;

(g) to award interim relief or other conservatory measures on a provisional basis subject to final determination; and

(h) to rule on its own jurisdiction.

8.14. The Panel Chair may make procedural rulings on his/her own.

Hearings

8.15. Save for good cause shown by any party, all hearings shall be conducted on a private and confidential basis, attended only by the parties to the proceedings and their representatives, as well as, for good cause shown and with the approval of the Safeguarding Panel, the representatives of any third party with a legitimate interest in the proceedings.

8.16. The hearing shall be conducted in English. The Participant shall be entitled to use an interpreter. Any party wishing to rely upon documents written in a language other than English shall produce certified English translations of such documents and shall bear the cost of any translation.

8.17. The procedure to be followed at the hearing shall be at the discretion of the Panel Chair, provided always that the hearing is conducted in a fair manner, with a reasonable opportunity provided for each party to present evidence (including the right to call and to question witnesses), address the Safeguarding Panel and present its/his/her case as to both liability and any sanctions and/or risk management measures.

8.18. At the beginning of the hearing the Panel Chair shall explain the order of the proceedings that the Safeguarding Panel proposes to adopt.

8.19. The Safeguarding Panel shall have discretion as to whether to receive evidence from witnesses in person, by telephone, by video link or in writing, and shall have the right to question a witness and control the questioning of witnesses by a party.

8.20. Unless the Safeguarding Panel orders that parties may make submissions in writing only, all parties should attend hearings in person, along with any representative(s). The non-attendance of any party or his representative at the hearing, after notice of the hearing has been provided in accordance with these IWWF Safeguarding Regulations, shall not prevent the Safeguarding Panel from proceeding with the hearing in that party's absence, whether or not written submissions have been made by or on behalf of that party. Where the Safeguarding Panel has ordered that parties may make submissions in writing only, the failure by any party to submit submissions in writing was ordered shall not prevent the Safeguarding Panel from proceeding and making a decision.

Proof and evidence

8.21. The burden of proof shall be on the IWWF in all cases brought under these IWWF Safeguarding Regulations and the standard of proof shall be whether the Safeguarding

Panel is satisfied on the balance of probabilities that the alleged Prohibited Conduct has been committed.

8.22. The following rules of proof shall be applicable:

(a) The Safeguarding Panel shall not be bound by rules governing the admissibility of evidence in judicial or other proceedings. Instead, facts may be established by any reliable means, including admissions and circumstantial evidence.

(b) The Safeguarding Panel shall have discretion to accept any facts established by a decision of a court or professional disciplinary tribunal of competent jurisdiction that is not the subject of a pending appeal as irrebuttable evidence of those facts as against the Participant to whom the decision pertained, unless the Participant establishes that the decision violated principles of natural justice.

8.23. The Safeguarding Panel shall determine the manner in which the evidence of any Young Person or Adult at Risk is given (if any), bearing in mind (i) the objective of achieving a fair hearing, (ii) any possible detriment to the welfare of a Young Person or Adult at Risk from giving evidence, and (iii) the possible advantages that the evidence will bring to determine the truth of the matters at hand.

8.24. The Safeguarding Panel shall take appropriate steps to improve the quality of the evidence of a Young Person or Adult at Risk and minimise the risk of distress in the provision of such evidence. A Young Person or Adult at Risk should only ever be questioned directly by any party in person if he/she is very clearly capable of doing so and very clearly capable of making that decision for himself/herself.

Decisions

8.25. Subject to Article 8.20, once the parties have completed their respective submissions, the Safeguarding Panel shall retire to determine in private whether it is satisfied on the evidence, to the required standard, of the issues which are before it for determination. The Safeguarding Panel shall make its decision unanimously or by majority. No member of the Safeguarding Panel may abstain.

8.26. The Safeguarding Panel shall announce its decision in writing, with reasons, as soon as possible after the conclusion of the hearing. That written decision will set out and explain:

(a) the Safeguarding Panel's findings as to whether any Prohibited Conduct has been committed; and

(b) the Safeguarding Panel's findings as to what sanction(s) and/or risk management measure(s) are to be imposed (if any).

8.27. The Safeguarding Panel has the power to make a costs order against any party to the hearing in respect of the costs of convening the Safeguarding Panel and of staging the hearing and/or in respect of the costs (legal, expert, travel, accommodation, translation or otherwise) incurred by the parties in relation to the proceedings where it deems it

appropriate (for example, but without limitation, where it considers that such party has acted spuriously, frivolously or otherwise in bad faith). If it does not exercise that power, the IWWF shall pay the costs of convening the Safeguarding Panel and of staging the hearing, and each party shall bear its own costs (legal, expert, travel, accommodation, translation or otherwise).

8.28. Unless appealed in accordance with Article 10, the decision of the Safeguarding Panel announced after the hearing shall be the full, final and complete disposition of the matter and will be binding on all parties.

9. SANCTIONS AND RISK MANAGEMENT MEASURES

9.1. A Safeguarding Panel may impose such sanction and/or risk management measure(s) as it deems appropriate. However, a Safeguarding Panel should consider the following range of sanctions and risk management measures where a Safeguarding Panel concludes that a Participant has engaged in Prohibited Conduct:

(a) a warning as to future conduct;

(b) a reprimand;

(c) an order requiring a Participant to undertake specific training/education;

(d) an order requiring a Participant to be monitored in specific matters;

(e) compensation payments to any person affected by the Prohibited Conduct of such amount as the Safeguarding Panel deems appropriate;

(f) a fine in such amount as the Safeguarding Panel deems appropriate;

(g) a period of Ineligibility of such duration and on such terms and conditions as the Safeguarding Panel considers appropriate (up to and including indefinite Ineligibility from all water skiing and wakeboarding activities);

9.2. A Safeguarding Panel may choose to suspend all or part of any sanction and/or risk management measure it has imposed in accordance with Article 9.1.

9.3. In determining the appropriate sanction and/or risk management measure(s), the Safeguarding Panel shall take into account the seriousness of the offence, the context of the particular situation (including, without limitation, whether there is a pattern of inappropriate behaviour or misconduct and the ages of the individuals involved), whether the conduct in question was deliberate, reckless, and/or negligent, and any continuing risk the Participant may pose. The Safeguarding Panel may also take into account any mitigating or aggravating factors it considers relevant and appropriate.

9.4. The IWWF may publish and/or share details of sanctions and risk management measures on a 'need to know' basis, in such form and manner, and to such extent, as it deems necessary for the purposes of enforcement and/or compliance, having due regard to the aims and objectives of these IWWF Safeguarding Regulations. The IWWF may

also post a notification on its website stating that a Participant is subject to sanctions and risk management measures, with or without a brief description of the underlying reasons.

9.5. No Participant who is declared Ineligible may, during the period of Ineligibility, compete, coach, attend, officiate or otherwise participate or be involved in any capacity in any competition, event or activity (other than authorised education or rehabilitation programmes) that is authorised, organised, sanctioned, recognised or supported in any way by the IWWF, a National Federation, or any member under the jurisdiction of a National Federation, or provide media or other services at any official venue or competition.

9.6. Sanctions and risk management measures imposed under these IWWF Safeguarding Regulations shall be recognised, enforced, extended and given effect to within their respective jurisdictions by the IWWF and National Federations automatically upon receipt of notice of the same, without the need for further formality.

9.7. Equally, the IWWF may (in its discretion) recognise and give effect to sanctions and risk management measures (or equivalent sanctions or measures) of National Federations, or (as the case may be) other sports governing bodies or other relevant authorities in respect of safeguarding matters, to the extent that the IWWF has the jurisdiction, power or ability to do so.

10. APPEALS

10.1. Other than in respect of a Provisional Suspension in respect of which Article 5.4 applies, decisions made under these IWWF Safeguarding Regulations may be challenged solely by way of appeal as set out in this Article 10. Decisions shall remain in effect while under appeal unless any properly convened Safeguarding Appeal Panel orders otherwise.

10.2. The only parties who may appeal a decision shall be: (i) the IWWF; and (ii) the Participant who is the subject of the first instance decision.

10.3. Any notice to appeal under this Article must be lodged with the IWWF within twenty-one (21) days of receipt of the relevant decision, which shall as soon as possible refer the notice to the Safeguarding Chairperson. In all cases, a copy of such notice will also be provided to the National Federation to which the Participant is affiliated. Thereafter, the following will apply:

(a) Within fourteen (14) days of receipt of a notice to appeal, the Safeguarding Chairperson will appoint three members of the Safeguarding Group to sit as a Safeguarding Appeal Panel ("**Safeguarding Appeal Panel**").

(b) The provisions of Article 8.10 to Article 8.28 applicable to proceedings before a Safeguarding Panel, shall apply mutatis mutandis (i.e., with changes deemed to have been made as required to reflect the different context) to appeal hearings before the Safeguarding Appeal Panel.

(c) Where required in order to do justice (for example to cure procedural errors at first instance), the chair of the Safeguarding Appeal Panel may rule that the appeal shall take the form of a re-hearing de novo of the issues raised by the case. In all other cases, the appeal shall not take the form of a de novo hearing but instead shall be limited to a consideration of whether the Safeguarding Panel:

(i) conducted the proceedings in a way that was substantially unfair and prejudicial to the appealing party;

(ii) misinterpreted, failed to apply or wrongly applied these IWWF Safeguarding Regulations or the applicable law; and/or

(iii) came to a decision no reasonable decision-maker could have come to (whether in respect to liability, sanction and/or risk management measure(s), or any other relevant matter).

(d) A Safeguarding Appeal Panel may uphold the original decision or issue a new decision that replaces the original decision (which, in the context of sanction and/ or risk management measure(s), may mean an 'increase' or 'decrease' to any sanction and/or risk management measure(s) previously imposed).

(e) Appeal hearings pursuant to this Article 10 should be completed expeditiously. Save where all parties agree or fairness requires otherwise, the appeal hearing shall be commenced no later than thirty (30) days after the appointment of the Safeguarding Appeal Panel. It shall be open to the Safeguarding Appeal Panel, in its discretion, to determine that the matter (or any part thereof) be dealt with by way of written submissions only.

(f) Any decision made by the Safeguarding Appeal Panel under this Article 10, shall be the full, final and complete disposition of the matter and will be binding on all parties. All parties waive irrevocably any right to any other form of appeal, review or recourse by or in any court or judicial authority, insofar as such waiver may validly be made. For the avoidance of doubt, such a waiver extends to any rights that would otherwise arise under sections 45 or 69 of the English Arbitration Act 1996.

11. EXCEPTIONAL MATERIAL

11.1 In considering any Provisional Suspension application, any charge brought under these IWWF Safeguarding Regulations, or any appeal in respect of a decision of a Safeguarding Panel, the relevant decision-makers may not in the ordinary course of events consider any evidence provided by either the IWWF or the Participant that the other party has not seen and had a reasonable opportunity to respond to. Exceptionally however, the IWWF or Participant may make an application for permission to submit evidence that has not been sent to the other party where the IWWF or Participant considers that such evidence should not be sent to the other party because revealing it (or the identity of, or anything which might reveal the identity of any individual named

within such evidence) to the other party may create a risk of harm to any person and/or be unlawful.

11.2 Where either the IWWF or the Participant makes an application for permission to submit exceptional material to any relevant decision-maker, the applicant party shall provide reasonable advance notice to the other party, unless the applicant party considers that such written notice itself would create a risk of harm to any person or and/or be unlawful. Any reply from the other party must be provided alongside any application.

11.3 The Safeguarding Chairperson will appoint a suitably qualified member of the Safeguarding Group to determine any application brought under Article 11.1 (who shall otherwise have no involvement in the case). The appointed member of the Safeguarding Group will issue such directions as he/she considers appropriate to determine the application, and he/she may allow or reject the application in whole or in part.

11.4 If the appointed member of the Safeguarding Group allows the evidence to be submitted to the relevant decision-maker but withheld from the other party, he/she shall consider whether a redacted version of the evidence and/or a summary of the evidence should be provided to the other party as an alternative.

12. ALTERNATIVE SAFEGUARDING OUTCOMES

12.1 If, at any stage prior to the appointment of a Safeguarding Panel, the IWWF concludes that (a) there is insufficient evidence to support a charge, and/or (b) bringing a charge would not further the core aim of these IWWF Safeguarding Regulations, and/or (c) there is any other bona fide reason for the IWWF not to pursue a case before a Safe Sport Committee, then the IWWF may take such other action as it considers appropriate in all the circumstances of the case. For example, it may inform a Participant that he/she has no case to answer, provide a Participant with guidance as to his/her future conduct, or refer the matter to another body (where it is satisfied that other body will deal with the matter effectively).

12.2 Notwithstanding any of the other provisions of these IWWF Safeguarding Regulations, at any time prior to the substantive hearing of a Safeguarding Panel under Article 8, it shall be open to a Participant under investigation or charged with breach(es) of these IWWF Safeguarding Regulations to admit to his/her commission of Prohibited Conduct, in exchange for an agreement with the IWWF on the appropriate sanction(s) and/or risk management measure(s) to be imposed upon him/her in order to avoid the need for a hearing before a Safeguarding Panel. Any such discussions between the IWWF and the Participant shall take place on a “without prejudice” basis and in such manner that they shall not delay or in any other way interfere with an investigation or any proceedings. Any resulting agreement shall be evidenced in writing and shall set out the sanction(s) and/or risk management measure(s) imposed on the Participant (**“Agreed Resolution”**). In reaching the Agreed Resolution, the IWWF will have due regard to the range of sanctions and risk management measures set out in Article 9.1, but it shall not be bound to impose any of those sanctions or risk management measures where it reasonably considers that there is good reason to depart therefrom.

12.3 Any Agreed Resolution will not be effective until such time as it has been approved in writing by the Safeguarding Chairperson. The Safeguarding Chairperson may only withhold such approval in the event that he/she considers that the terms of the Agreed Resolution are unreasonable and/or disproportionate in all the circumstances of the relevant case.

12.4 Upon receipt of an Agreed Resolution that has been approved by the Safeguarding Chairperson, any appointed Safeguarding Panel shall discontinue its proceedings on the terms thereof without the need for any further hearing.

12.5 Subject to any terms of an Agreed Resolution approved by the Safeguarding Chairperson to the contrary, (i) the IWWF may publish and/or share details of sanctions and risk management measures on a 'need to know' basis, in such form and manner, and to such extent, as it deems necessary for the purposes of enforcement and/or compliance, having due regard to the aims and objectives of these IWWF Safeguarding Regulations, and (ii) the IWWF may also post a notification on its website stating that a Participant is subject to sanctions and risk management measures, with or without a brief description of the underlying reasons.

13. MISCELLANEOUS

13.1 These IWWF Safeguarding Regulations are to be interpreted and applied by reference to their core aim of ensuring the welfare of Protected Persons. Such interpretation and application shall take precedence over any strict legal or technical interpretations. Any documents that may be published by the IWWF from time to time to further the aims of these IWWF Safeguarding Regulations (for example policy and guidance documents) may be referred to as interpretative aids.

13.2 The parties shall be entitled, at their own expense and arrangement, to be represented by legal counsel or any other representative(s) in all proceedings under these IWWF Safeguarding Regulations.

13.3 In the event that any incident or other matter occurs that is not provided for in these IWWF Safeguarding Regulations (whether it relates to conduct, jurisdiction, investigation, procedure, sanction and/or risk management measure(s) or otherwise), or if any part of these IWWF Safeguarding Regulations is deemed deleted as contemplated by Article 13.9 then the IWWF, Safeguarding Chairperson, Safeguarding Panel, Safeguarding Appeal Panel or any other relevant decision-maker may take such action as considered appropriate in the circumstances, taking into account the specific circumstances of the individual case and the principles of natural justice and fairness.

13.4 Minor practical or technical points will not serve to invalidate the procedure or any decisions or findings made under these IWWF Safeguarding Regulations, so long as the principles of natural justice and fairness are not infringed.

13.5 The IWWF may share information obtained pursuant to these IWWF Safeguarding Regulations with National Federations, the police, relevant authorities, and/or other relevant third parties.

13.6 These IWWF Safeguarding Regulations are intended to operate on a stand-alone basis. However, in the event that any matter or conduct falling under these IWWF Safeguarding Regulations may also fall to be determined under any other relevant IWWF rules, regulations or procedures (as may from time to time be in force), or is subject to investigation by the police or another sports governing body (including any National Federation or sports governing body outside the Sport) or other relevant body, or is subject to any other legal/regulatory/disciplinary process, then the IWWF, Safeguarding Chairperson, Safeguarding Panel, Safeguarding Appeal Panel or other relevant decision-maker may at any point temporarily suspend any procedure ongoing under these IWWF Safeguarding Regulations. For the avoidance of doubt, in the event that any matter or conduct falling under these IWWF Safeguarding Regulations also falls under any other relevant IWWF rules, regulations or procedures, the IWWF may bring proceedings under those other rules or regulations (regardless of whether proceedings are also brought under these IWWF Safeguarding Regulations).

13.7 Save to the extent that disclosure and/or publication is provided for in these IWWF Safeguarding Regulations, or is otherwise in accordance with the law, all matters considered under these IWWF Safeguarding Regulations, will, so far as practicable, be regarded as confidential and used only for the purposes of these IWWF Safeguarding Regulations.

13.8 These IWWF Safeguarding Regulations are governed by English law. The English courts shall have exclusive jurisdiction to issue relief in aid of the arbitration agreement contained within these IWWF Safeguarding Regulations.

13.9 If any part of these IWWF Safeguarding Regulations is ruled to be invalid, unenforceable or illegal for any reason, that part will be deemed deleted, and the rest of these IWWF Safeguarding Regulations will remain in full force and effect.

13.10 Neither the IWWF, any person employed by or appointed to assist the IWWF, nor any member of the Safeguarding Group will be liable to any party for any act or omission unless it is actuated by malice or bad faith.

13.11 These IWWF Safeguarding Regulations were issued on the date on the front of this document ("**Issue Date**") by posting them on the IWWF website. The IWWF may amend these IWWF Safeguarding Regulations from time to time. Such amendments will come into effect on the date specified by the IWWF and posting them on the IWWF website.

APPENDIX 1 - DEFINITIONS

"**Adult at Risk**": Any person aged 18 or older who is involved in an IWWF Event (whether as a Participant, spectator or otherwise) and who is, or may be, vulnerable to or unable to protect himself or herself against harm or the risk of it (whether generally or a result of circumstances in which they find themselves at the relevant time).

"Agreed Resolution": as defined in Article 12.2.

"**Event Support Personnel**": any technical official (for example, and without limitation, any official with responsibility for operating the communication equipment for Jury Panel Members during an IWWF Event or webcast of the Event) who is appointed by the IWWF or any other relevant party to support the Jury Panel Members during an IWWF Event.

"**Issue Date**": as defined in Article 13.11.

"**IWWF**": The International Waterski & Wakeboard Federation Limited (registered in England & Wales with company number 04906594) or its designee.

"**IWWF Events**": means each of the following, world championships for each age category, confederation championships for each age category, any event for which IWWF Elite Points (or their replacement or equivalent) are awarded and any other competition or event organised or sanctioned by the IWWF from time to time to which the IWWF deems it appropriate that these IWWF Safeguarding Regulations should apply.

"**IWWF Official**": any individual bound by the IWWF Code of Ethics.

"**IWWF Safeguarding Regulations**": these IWWF Safeguarding Regulations promulgated by the IWWF on the Issue Date.

"**IWWF Website**": www.iwwf.sport

"**Ineligibility**": the Participant being barred from participating in the Sport as set out more specifically in Article 9.5.

"**Jury Panel Member**": any person who is appointed by the IWWF or any other relevant party as an official jury panel member during an IWWF Event.

"**National Federation**": a national or regional entity that is a member of or is recognised by the IWWF as the entity governing the Sport in a country (or collective group of countries associated for these purposes e.g. confederations).

"**Notice of Charge**": as defined in Article 6.1.

"**Panel Chair**": as defined in Article 8.10.

"**Participant**": as defined in Article 2.1.

"**Prohibited Conduct**": as defined in Article 3.

“**Protected Person(s)**”: any person(s) involved in or attending an IWWF Event (whether as a Participant or otherwise), including (but not limited to) Young Persons and Adults at Risk.

“**Provisional Suspension**”: a Participant being temporarily barred from participating in the Sport, as set out more specifically in Article 5.6.

“**Safeguarding Appeal Panel**”: as defined in Article 10.3.(a).

“**Safeguarding Chairperson**”: as defined in Article 7.1.

“**Safeguarding Group**”: as defined in Article 7.1.

“**Safeguarding Panel**”: as defined in Article 8.1.

“**Safe Sport Committee**”: the Safe Sport Committee appointed by the IWWF from time to time (whose names are published on the IWWF website).

“**Sport**”: as defined in Article1.1.

“**Venue Owner/Organiser**”: a person/organisation who provides the site at which an IWWF Event is held.

“**Young Person**” any person under the age of 18 years involved in or attending an IWWF Event (whether as a Participant or otherwise).

APPENDIX 2

NON-EXHAUSTIVE GUIDANCE AS TO CONDUCT THAT MIGHT CONSTITUTE 'HARM' FOR THE PURPOSES OF THE IWWF SAFEGUARDING REGULATIONS

'**Harm**' is not a narrow concept, and whether harm has occurred, or the risk of harm exists, will inevitably be a fact-specific analysis. However, in general terms, 'harm' means ill-treatment or the impairment of health, welfare or development. Harm can be caused directly and indirectly, physically and non-physically, e.g., by way of text message, e-mail and various social media and other communication platforms.

Abusive Behaviour is always harmful. There are various forms of abusive behaviour, including (but not limited to) the following:

Physical abuse

Physical abuse means any deliberate and unwelcome act which may involve hitting, shaking, throwing, poisoning, burning or scalding, biting, drowning, suffocating or otherwise causing physical harm. Such act may also consist of forced or inappropriate physical activity (e.g. age or physique inappropriate training loads where injured or in pain) forced alcohol consumption or forced doping practices.

Psychological/ Emotional abuse

Psychological/emotional abuse is persistent emotional ill-treatment such as to cause severe and persistent adverse effects on another's emotional development or state. Examples of such abuse include:

- “Bullying” (or cyber-bullying if conducted online), meaning unwanted, repeated and intentional, aggressive behaviour usually among peers, which can involve a real or perceived power imbalance. Bullying may include actions such as making threats, spreading rumours or falsehoods, attacking someone physically or verbally and deliberately excluding someone;

- “Hazing”, meaning an organized, usually team-based, form of bullying in sport, involving degrading and hazardous initiation of new team members by veteran team members;

- conveying to someone that he/she is worthless, inadequate, or valued only insofar as they meet the needs of another person;

- not giving a person opportunities to express his/her views, deliberately silencing him/her or ‘making fun’ of what he/she says or how they communicate; undue or repeated criticism, name-calling, sarcasm, harassment, or discrimination;

- inappropriate expectations being imposed upon a person;

- preventing a person's normal social interaction;

- a person seeing or hearing the ill-treatment of another; and

- exploitation or corruption of a person.

Sexual abuse and harassment

Sexual abuse occurs when a person is forced, or improperly persuaded or encouraged to take part in sexual activities. Such abuse does not have to involve physical contract and can take place online. The victim of the abuse may not be aware of the abuse.

Sexual harassment is any behaviour of a sexual nature that makes another person feel distressed, intimidated or humiliated.

Neglect

Neglect means the persistent failure to meet a person's basic physical and/or psychological needs, in such a way that it is likely to impair their health or development. In the sporting context, examples of neglect could include a coach:

- failing to ensure an athlete is safe;
- exposing an athlete to undue cold, heat or extreme weather conditions without ensuring adequate clothing or hydration;
- exposing athletes to unnecessary risk of injury by ignoring safe practice guidelines;
- failing to ensure the use of safety equipment; and
- requiring athletes to participate when injured or unwell.

NOTE: Whilst all forms of abuse are to be taken seriously, any abuse that (i) is suffered by a Young Person or Adult at Risk, and/or (ii) is motivated or involves reference (explicit or implicit) to ethnic origin, nationality, colour, race, religion or belief, gender, gender reassignment, sexual orientation or disability, will be treated as a particularly serious matter.