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BC Sailing Association  
#195-3820 Cessna Drive  
Richmond, British Columbia  
Canada, V7B 0A2



Phone: 604.404.8801  
Fax: 604.333.3626  
Email: crew@bcsailing.bc.ca  
Web: www.bcsailing.bc.ca

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## **BCSA Volunteer Agreement Policy**

BCSA Board, Approved on September 23rd, 2018.

### 1. OBJECTIVE

1.1. Volunteers are an important and valued part of the British Columbia Sailing Association. It is BCSA's desire to make volunteering with our association an enjoyable and rewarding experience. The objective of this policy is, in the form of an agreement (below), articulate what volunteers can expect from BCSA and what BCSA can expect from the volunteer.

### 2. FIELD OF APPLICATION

2.1. The Policy applies to all association volunteers.

### 3. DEFINITIONS

3.1. British Columbia Sailing Association (BCSA): The organization legally responsible for the growth and development of the sport of sailing in British Columbia.

3.2. Volunteer: Anyone who offers time, energy, and skills of his or her own free will for the mutual benefit of the volunteer and the organization.

3.3. Criminal Record Review Act references BC legislation [RSBC 1996] CHAPTER 86 whose purpose is to help prevent the physical and sexual abuse of children, and the physical, sexual and financial abuse of vulnerable adults by requiring individuals to whom this Act applies to undergo criminal record checks.

### 4. PRINCIPLES

4.1. The BCSA values Volunteers and believes that Volunteerism promotes community engagement, contributes to healthy (member) clubs, and improves volunteers' quality of life.

4.2. This policy will take the form of an agreement as promoted throughout the British Columbia sport community.

## 5. POLICY STATEMENT

5.1. British Columbia Sailing Association embraces and encourages the involvement of volunteers at all levels and within all appropriate programs and activities. Volunteer contributions are vital to the future of the BCSA.

## 6. PROVISIONS

### 6.1. Volunteer Agreement (Appendix A)

Courtesy of viaSport BC

## 7. REVIEW AND APPROVAL

7.1. The British Columbia Sailing Association Board of Directors and Executive Director shall review this policy every five years.

Courtesy of viaSport BC

### Appendix A

#### Volunteer Agreement

The Volunteer and BC Sailing Association hereinafter the ("BCSA") have agreed to enter into a volunteer relationship and wish to reflect the terms of their agreement in writing.

This Volunteer Agreement confirms that the Parties have mutually agreed as follows:

#### Volunteer

The Parties agree and acknowledge that the relationship intended by this description of expectations is NOT legally binding agreement or employment relationship.

#### Police Record Check

Upon the request of the BCSA, the volunteer agrees to obtain and submit a police records check and will renew such security check upon request of the BCSA. In accordance with the BCSA Volunteer Screening policy, BC Sailing Association endorses the concept of screening volunteers in situations where the age of participants, the setting, the nature of the activity and the degree of supervision are such as to potentially give rise to a risk of harm. As a

result, screening shall occur for all volunteer positions relating to BC Sailing Association programs and events (whether organized by BC Sailing Association directly or by another organization or entity on behalf of BC Sailing Association) that can be categorized as “high risk.” The BCSA, in its sole discretion, will determine whether such offences pose an unacceptable risk to the safety and security of the BCSA and its members and may terminate this Agreement immediately. Failure to participate in the submission of a police records check will result in ineligibility to volunteer with the BCSA.

#### Responsibilities of the Volunteer

The Volunteer will:

1. Comply with the By-laws, policies, procedures, rules and regulations of the BCSA, including complying with any contracts or agreements executed with or by the BCSA;
2. Devote their full time and attention during volunteer hours to the business and interests of the BCSA;
3. Comply with the terms of reference or job description as described in Appendix “B”, if Any;
4. Comply with BCSA Code of Conduct.
5. Comply with the following expected standard of ethical conduct at all times, while volunteering with the BCSA:
  - a) Demonstrate through words and actions the spirit of sportsmanship, sports leadership and ethical conduct
  - b) Treat others with respect and refrain from negative or disparaging remarks or Conduct
  - c) Ensure the rules of Sailing and the spirit of such rules are adhered to
  - d) Avoid and reject the non-medical use of drugs or methods
  - e) Consume alcohol and tobacco products responsibly in association with BCSA events
  - f) Refrain from any behaviour that constitutes harassment, where harassment is defined as comment or conduct directed towards an individual or group, which is offensive, abusive, racist, sexist, degrading or malicious
  - g) Refrain from any behavior that constitutes sexual harassment, where sexual harassment is defined as unwelcome sexual advances or conduct of a sexual nature

h) Refrain from the use of power or authority in an attempt to coerce another person to engage in inappropriate activities

Courtesy of viaSport BC

i) Adhere to all Federal, Provincial, Municipal or host country laws

Responsibilities of BCSA

BCSA will:

1. Provide a written terms of reference or job description, if required;
2. Interview the candidate for the position, as required;
3. Provide an orientation session to explain performance expectations and Responsibilities;
4. Appoint a designated person in a position of authority who can provide feedback to the volunteer and report on concerns to the leadership of BCSA.

Expenses

Upon the approval of the BCSA, the volunteer will be reimbursed for reasonable out-of-pocket expenses properly incurred in the course of volunteering for the BCSA payable in

accordance with the BCSA's established policies, procedures and approved rates upon the volunteer submitting an expense claim and applicable receipts.

Confidential Information

Confidential information includes, but is not limited to, software, know-how, trade secrets, technical personal information, and business information relating to the BCSA's plans, development models, inventions, products, services, finances, customers, members, marketing, future business and sponsorship plans and any other information which is identified as confidential by the BCSA. It also includes third party information which is received by the BCSA in confidence, including information received from clients, customers, potential business partners, sponsors, buyers and others.

The volunteer agrees:

1. Not to publish, communicate, divulge or disclose to any unauthorized third party or parties any Confidential Information, without the prior written consent of the BCSA
2. Not to allow other persons or third parties access to the Confidential Information
3. To comply with the requirements of the <enter applicable legislation/act>

4. To use Confidential Information solely as may be required in connection with the volunteer's responsibilities to the BCSA

#### Image Release

The volunteer authorizes the BCSA to photograph and/or record their image and/or voice and to use this material to promote the BCSA through the media of newsletters, websites, television, film, radio, print and/or display form. The volunteer further consents that the materials and copyright will remain the sole property of the BCSA.

#### Intellectual Property

Copyright and any other intellectual property rights in all written material (including material in electronic format), software, databases, brands and other works produced by the Volunteer will be owned solely by the BCSA, who will have the right to use, reproduce or distribute such material and works, or any part thereof, for any purpose it wishes. Upon the request of the BCSA or termination of this Agreement, the volunteer will return all confidential information and propriety information received in written or tangible form, including copies, or reproductions or other media, immediately of such request.

#### Courtesy of viaSport BC

#### Term and Termination

This Agreement will start on the \_\_\_ day of \_\_\_\_\_, 20\_\_ and will terminate on the \_\_\_ day of \_\_\_\_\_, 20\_\_, unless terminated earlier in accordance with this Agreement. There will be no automatic renewal of this Agreement. Volunteers wishing to continue volunteering must re-apply.

Either Party may terminate this Agreement immediately upon providing the other Party with written notice of their intention to terminate this Agreement, which will terminate accordingly.

#### Assignment

The volunteer will not assign, either directly or indirectly, any obligation or entitlement that it has under this Agreement without express written consent of the BCSA.

#### General

The volunteer hereby agrees to abide by the terms and conditions outlined in this Agreement. To evidence their agreement, the volunteer has signed this Agreement.

Volunteer

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Print Name Signature Date

British Columbia Sailing Association  
VOLUNTEER INFORMATION

Full Name:

Last First M.I.

Address:

Street Address Apartment/Unit

#

City Province Postal Code

Home

Phone: ( )

Alternate

Phone: ( )

E-mail Address:

Birth Date: Gender: Male Female

Emergency Contact Name: \_\_\_\_\_ Emergency Contact Phone:  
(\_\_\_\_)\_\_\_\_\_

Courtesy of viaSport BC

Appendix B

Volunteer Terms of Reference or Job Description