

BELIZE CYCLING ASSOCIATION ASSOCIATION BY-LAWS



TABLE of CONTENTS

Prize Breakdown Schedule	2
Standard Athlete's Entry Blank and Release Form	3
Licensee Fee	5
Race Category Schedule	6
Race Entry Fees	7
Deposit for Protests and Appeals	8
Officials' Fee	9
BCA Cycling Code of Conduct	9
Medical Control	10
Administrative Grievances	11
Filing a Grievance	12
Processing of the Grievance	12
Investigation of the Grievance	13
Mediation of the Grievance	13
Grievance Hearings	14
Eligibility, Discipline and Hearings	15
Member Discipline	15
Financial Obligations	15
Club, Team, or Sponsor Affiliation	16
Complaints	16
Investigation	17
Requirements of Riders Competing Outside Belize	20
Affiliated Clubs	21
Rider Licensing	21
Liability Release	22
Category of Riders	23
Official, Coaches, and Mechanics	23
Maintaining Officials' Licenses	24
National Teams	24

Prize Money percentage BREAKDOWN

positions	TOP 5	TOP 10	TOP 15	TOP 20
1 st	30.00%	25.00%	25.00%	25.00%
2 nd	25.00%	20.00%	20.00%	20.00%
3 rd	18.00%	15.00%	15.00%	15.00%
4 th	15.00%	10.00%	10.00%	10.00%
5 th	12.00%	8.00%	7.00%	6.50%
6 th	(100.00%)	7.00%	6.00%	4.50%
7 th		6.00%	5.00%	3.75%
8 th		4.00%	3.00%	3.00%
9 th		3.00%	2.25%	2.00%
10 th		2.00%	1.75%	1.50%
11 th		(100.00%)	1.50%	1.25%
12 th			1.25%	1.40%
13 th			1.00%	1.20%
14 th			0.75%	1.00%
15 th			0.50%	0.90%
16 th			(100.00%)	0.80%
17 th				0.70%
18 th				0.60%
19 th				0.50%
20 th				0.40%
				(100.00%)

BCA Cycling Standard Athlete's
Entry Blank and Release Form

The following entry blank and release form has been approved by the BCA for the use when a rider has no entry blank for a specific race but still wants to get his/her name to the organizer before the post-entry deadline.

TO THE ORGANIZER:

Please accept my entry in race _____
Class and category _____ on (date) _____
Fee of \$_____ is enclosed.

I ACKNOWLEDGE THAT BY SIGNING THIS DOCUMENT, I AM RELEASEING BCA CYCLING AND THEIR RESPECTIVE AGENTS, EMPLOYEES, MEMBERS, SPONSORS, PROMOTERS AND AFFILATES (COLLECTIVELY "RELEASES") FROM LIBILITY. THIS ENTRY AND RELEASE IS A CONTRACT WITH LEGAL CONSEQUENCES. I HAVE BEEN ADVISED TO READ IT CAREFULLY BEFORE SIGNING.

In consideration to the Releases or BCA's insurance of a license to me or the acceptance to me or the acceptance of my application for entry in the above event, I hereby freely agree to and make the following contractual representations and agreements.

I acknowledge that cycling is an inherently dangerous sport and fully realize the dangers of participating in s bicycle race and **FULLY ASSUME THE RISKS ASSOCIATED WITH SUCH PARTICIPATION INCLUDING**, by way of example, and not limitation, the following: the danger of collision with pedestrians, vehicles, other and fixed or fixed or moving objects; the danger arising from surface hazards, equipment failure, inadequate safety equipment, **THE RELEASEES' OWN NEGLIGENCE**, and weather conditions; and the possibility of serious physical and/or mental trauma or injury associated with athletic cycling competition.

For myself, my heirs, executors, administrators, legal representatives, assignees, and successors-in-interest (collectively "Successors") I HEREBY WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS, AND NOT TO SUE AND INDEMNIFY the Releasees and the sponsors of this event, the organizer and any promoting organizations, property owners, law enforcement agencies, all public entities, special district and properties, and their respective agents, officials, and employees through or by which the event will be held, (the foregoing are also collectively deem to be Releasees).

I understand that drug testing may be conducted for athletes registered for this event and that the use of blood boosting or substances prohibited by Releasees rules would make me subject to penalties, including, but not limited to, disqualification and suspension. I agree to be subject to drug

testing if selected and its penalties if I fail to comply with the testing or am found positive for the use of a banned substance.

I agree, for myself and my successors, that the above representation are contractually binding, and are not mere recitals, and that should I or my successors assert my claim in contravention of this agreement, the asserting party shall be liable for the expenses, (including legal fees) incurred by the other party or parties in defending, unless the other party or parties are finally adjudged liable on such claim for willful and wanton negligence. This agreement may not be modify orally, and a waiver of any provision shall not be construed as a modification of any other provision herein or as consent to any subsequent waiver or modification.

Today's Date: _____ Racing Age: _____
Club/Team: _____
License No.: _____
Name (Print): _____
Address: _____
City, District: _____
Who to notify in case of emergency: _____ Phone _____
Signature of entrant: _____.

CONCENT AND RELEASE OF PARENT OR GARDIAN

I am the parent or guardian of _____ (child). My child is fit for race, and I consent to my Child's participation. **I READ AND UNDERSTAND THE ATHLETE'S COMPETITION AND RELEASE AGREEMENT.** In consideration of allowing my Child to participate, I consent to it and agree that **ITS TERMS SHALL LIKEWISE BIND ME, MY CHILD,** my heirs, legal representative, and assignees. **I HEREBY RELEASE AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASEES FROM EVEY CLAIM AND ANY LIABILITY** that I or my Child may allege against the Releasees (including reasonable attorney's fees or costs) as a direct or indirect result of injury to me or my Child because of my Child's participation in the Race, **WHETHER CAUSE BY THE NEGLIGENCE OF THE RELEASEES** or others. **I PROMISE NOT TO SUE RELEASEES** on my behalf or on behalf of my Child arising from my Child's participation in the Race.

Signature of parent or guardian: _____
Date: _____.

APPENDIX A

SCHEDULE OF FEES

All fees and fines accrue to the general funds of the BCA except where stated otherwise. The Management Committee establishes these fees.

1. License Fees

TYPE OF LICENSE	ANNUAL FEE
Basic Membership	\$60.00
Junior Basic: 10 – 16	\$45.00
Officials	\$25.00
Mechanics	\$25.00
Coaches	\$25.00
One Day Licenses	\$25.00

All licenses expire on October 31 of the year they are issued. After July 1st, licenses can be purchased for half price and these licenses will expire at the end of the current year. After August 1st, full price licenses can be purchased that will expire on October 31st of the following year. The fee for replacing any license (older than 30 days) is \$15.00. There is no refund for licenses.

2. Club Fees

The annual membership fee for unsponsored clubs is \$75.00 and for any clubs with any number of sponsorships is \$150.00

3. Organizer Fees

a) Standard Competitive Event. *The permit fee for standard BCA races is determined by adding the \$25.00 per day basic permit fee plus 10% of the total event prize list. The prize list total is determined by adding the total cash and merchandise retail value of the prizes for the event. The permit should be used for Category A through D for BCA races.*

b) Special Value Small Event Permits. *Small category E for competitive events are eligible for the reduce rate special permit for BCA are only \$15.00 per day. To be eligible for this class of event permit, the event must meet one or more of the following criteria:*

- *Total participants are less than 30*
- *Total cash/merchandise prize list of less than \$100.00 per day*

c) Non-Competitive events. *These events include training rides, training races, clinics and camps and tours. Each BCA cycling club is allowed one free training ride permit for up to 30 days maximum per calendar year. This free training ride permit may be for non-consecutive days; however, all days for the permits are available for a fee of 30 days for \$50.00. Training race permit for small club*

- d) **Permit surcharge.** An Organizer who fails to publish an official race announcement in accordance with approval, distribution and time requirements specified in the Racing Rules shall pay an additional 5% of the total prize list or \$50.00, whichever is greater, but not more than \$300.00.
- e) **Fine for inadequate numbers.** An Organizer who fails to provide racing numbers that meet the requirements of Racing Rules shall be fined \$1.00 per rider per day of racing. This fine shall be submitted to the chief Commissaire on the last day of the race and the chief Commissaire shall forward it to the BCA office.
- f) **Failure to comply.** Post-event reporting and fees are due to the BCA office within 21 days after the event. Failure to comply will result in additional mandatory fees: \$50 if before 30 days after the event, \$100 if within 31-60 days after the event, \$150 if within 61-90 days after the event. An organizer who fails to publish an official race announcement shall pay an additional 5% of the total prize list, or \$50, whichever is greater. Non-compliance or lack of full payment may face future cancellation of permits and/or suspension.

4. Race Categories

Race categories of each race or race series are determined separately for each racing class and are based on the total prizes for that class only. Minimum prize amounts are given below for events that are part of track meets, single day road race meets, and stage races or road race series. Certain races may be placed higher than their prize list qualifies for, as shown in the footnotes. Each race in a given meet is placed in its highest category for which it is qualified according to the table below.

Minimum Prize List of Class

Cat.	Track	One-Day Road Race	Stage/Series	Notes
A	\$5000.00	\$10,000.00	\$20,000.00	(a)
B	\$2500.00	\$5,000.00	\$10,000.00	(b)
C	\$1000.00	\$2000.00	\$5,000.00	(c)
D	\$500.00	\$1000.00	0	(d)
E	0	0	----	(e)

- a) National championship and international races are category A races. Entry in non-championship races is restrict to Category 2, 3 and Elite riders with category 1 or 2.
- b) Entry in category B races is restrict to category 2 and 3 riders for Elite men’s event; category 2, 3 and 4 for junior and women’s events, and any other riders who meet qualifications in the official race announcement.

- c) Olympic Sports Festival and non-championship final trials for Olympic, Pan American, and World Championship teams are at least category C races.
- d) District Championships are at least category D races. Multiple-day races include stage race or other races conducted on consecutive days with cumulative results and are minimum category D race.
- e) Category E races are those that do not qualify for higher categorization.

5. Race Entry Fees

Entry fees and surcharges go to the BCA except where noted otherwise.

- a) **Entry fees and surcharges in free Market States** may be set at the discretion of the BCA, but must be the same for all riders in a given race.
- b) **Entry fees for others.** In races with prizes of no market value (trophies, medals, ribbons, and the like) the basic entry fee shall be set at the discretion of the BCA. In all other cases, the maximum basic entry fee that may be charged is \$50.00 for a single day event and \$35.00 per day for a multiple day event, not including post entry surcharge or unattached riders surcharges, is determined by the race category and the number of days of racing as follows:

Multiple day races include stage races or other races conducted on consecutive days. A stage race entry fee is based upon the number of days of competition.

- c) **Surcharges.** The following surcharges may be charged in addition to the basic entry fee:
 - I. The BCA imposes an insurance surcharge of \$2.00 per day for both annual and one-day licensed riders. The insurance surcharge is waived for Belize national champions and for riders younger than 16 whose entry fee is waived by the organizer.
 - II. Late or post entries may be charged a surcharge of up to \$10.00 provided that an official race announcement that states the surcharge has been distributed, as required by the Racing Rules. Unattached riders, other than category 4 women and category 5 men, may be charged a surcharge of up to \$5.
 - III. **Current Districts and National Champions** who pre-register for category A, B or C races (except National Championships) by the specified closing date shall be refunded their entry fee provided that they are eligible to wear their championship jersey in the race.
- d) **Championship entry fees** shall be as follows for each rider in each event. A rider who enters late in one or more events in a given championship (road or track) shall be charged a late entry surcharge as shown, but no unattached surcharge.

	Road	Track	Late
District	\$15.00	\$5.00	\$5.00
National	\$30.00	\$15.00	\$10.00

6. Deposit for Protests and Appeals

All appeals and certain race protest must be accompanied by a deposit (\$200.00 for an appeal and \$50.00 for a protest), which will be refunded only if the protest or appeal is upheld or a suspension is eliminated.

7. Officials' Fee

- a) **Daily Fee.** The organizer shall pay licensed officials a daily fee base on the highest race category for that day, including pro-rated overall prizes from a prize series, plus the cost of reasonable and necessary travel.

Race Category	Chief Commissaire		Chief Commissaire 2		Other Officials	
Days	Full	half	Full	Half	Full	Half
A	\$75.00	\$50.00	\$50.00	\$30.00	\$50.00	\$30.00
B	\$60.00	\$40.00	\$40.00	\$40.00	\$40.00	\$20.00
C	\$50.00	\$30.00	\$30.00	\$30.00	\$20.00	\$20.00
D	\$40.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
E	\$30.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00

- I. Half days are events lasting under 5 hours from start of the first race to the conclusion of the last event schedule.
 - II. Also starter in track events and events and chief timer in time trials.
For stage races, the daily fee shall be paid for each day, beginning with the prologue and including any rest days.
- b) **Site Visits.** The organizer will pay the Chief Commissaire \$25.00 for a pre-event venue inspection trip plus \$25.00 for each venue inspection report in addition to travel expenses.
- c) **Expenses.** In addition to the daily fee, the organizer shall also provide each official with the following:
- I. Round trip transportation from the official's home and during the race or reimbursement for the transportation according to the published rates of the BCA.
 - II. In one-day races lasting five hours or more, either a meal or \$10.00 additional; for races of more than one day, either two meals a day or \$25.00 per day;
 - III. Basic housing when overnight lodging is necessary before, during, or after the race;
 - IV. Reimbursement for any other expenses that is reasonable and necessary for the official's duties.

- d) **Cancellation.** In case it is necessary for any reason to cancel a race after the officials have begun their travel, the organizer will pay each official their actual expenses and fee for at least for one half day.

8. Travel Expenses

Individual traveling on approved, official business on behalf of the Association shall be reimbursed normal and actual documented expenses. Transportation expenses will be based on the lowest practical air fair or \$0.65 for motorcycle – \$1.30 per mile for travel by personal vehicle, which ever is less. More restrictive arrangements may be specified by the Management Committee.

BCA Cycling Code of Conduct

Section 1

The mission of the BCA is to encourage participation and the pursuit of excellence in all aspects of bicycling. BCA grants the privilege of membership to individuals and groups committed to that mission. The privilege of membership may, therefore, be withdrawn or denied by the BCA at any time where the BCA determines that a member or prospective member's conduct is inconsistent with the mission of the organization or the best interest of the sport and those who participate in it. In order to assist all members to better serve the interests of those who participate in cycling, the BCA has adopted this Code of Conduct.

Section 2

Any member or prospective member of the BCA may be sanctioned under the racing rules, fined, suspended, denied membership, censured, placed on probation, or expelled from the BCA after being afforded the right to a hearing under the BCA Grievance and Hearing Policy, if such member violates the provisions of the BCA Code of Conduct, set forth in Section 3 below, or aids, abets or encourages another person to violate any of the provisions of the BCA Code of Conduct.

Section 3

The following shall be considered violations of the BCA Code of Conduct:

- a) Violation of anti-doping provisions as established by the UCI
- b) Discrimination in violation of the BCA Constitution or Section of the Olympic and Amateur Sports Act, which require that the BCA must provide: an equal opportunity to amateur athletes; coaches, trainers, managers, mechanics, administrators, and officials to participate in amateur athletic competition, without discrimination on the basis of race, color, religion, age, sex, or national origin
- c) Conviction of, imposition of a deferred sentence for, or any plea of guilty or no contest at any time, past or present for
 - i. any felony,
 - ii. any offense involving use, possession, distribution or intent to distribute illegal drugs or substances, or
 - iii. any crime involving sexual misconduct
- d) Any non-consensual sexual contact or advance or other inappropriate sexually oriented behavior or action directed towards an athlete by a coach, official, trainer, or other person who, in the context of cycling, is in a position of authority over that athlete.

- e) The sale or distribution of illegal drugs or the illegal sale or distribution of any substance listed on the recognized list of banned substances.
- f) The use of illegal drugs in the presence of an athlete, by a coach, official, trainer or a person who, in the context of cycling, is in a position of authority over that athlete.
- g) The providing of alcohol, tobacco or other substance to an athlete by a coach, official, trainer, manager or any other person where the athlete is under the legal age allowed to consume or purchase alcohol, tobacco other substance in the state where it is provided.
- h) The abuse of alcohol in the presence of an athlete under the age of 18, by a coach, official trainer of, or a person who, in the context of cycling, is in a position of authority over that athlete.
- i) Physical abuse of an athlete by any person in a position of authority over that athlete.
- j) Any act of fraud, deception, or dishonesty in connection with any BCA-related activity.
- k) Any non-consensual physical contact, obscene language or gesture, or other threatening language or conduct directed towards any person in connection with any BCA-related activity.
- l) Any intentional damage to private or public property while at or near an event venue sanctioned by the BCA, or damage to the BCA property.

Policy II Medical Control

Section 1:

BCA Cycling has adopted and participates in Belize Anti-Doping Agency protocol for Olympic Movement testing (NOC protocol). The NOC protocol is incorporated herein by reference and shall prevail over any BCA Cycling Regulation to the contrary. Their medical control regulations shall apply to BCA Cycling, its Associations, and all members, licensees, participants in races granted permits by BCA Cycling or Associations, and organizations affiliated with BCA Cycling or Associations.

Section 2:

Prohibited Substances, Boosting, and Penalties

1. Part 1: Use of prohibited substances or procedures that is detected by National Olympic Committee Anti-Doping (NOCAD) using their test procedures or by the UCI using their testing procedures and IOC approved laboratories shall result in the same penalties.

2. Part 2: Penalties for infractions of any section of these regulations shall be those set forth in the current UCI Regulations from time to time and imposed by BCA Cycling.
3. Part 3: Prohibited Practices: No rider may use the substances listed in the current UCI list of prohibited substances. This list is not all inclusive and is subject to change at any time.

Section 3:

Testing Procedures:

The testing protocol will be that of the NOC Anti-Doping Agency.

Section 4:

Tests Results and Evidence:

All testing and results will be the responsibility of Belize National Olympic Association Anti-Doping Agency.

Section 5:

Disposition:

Any investigation, prosecution, and hearings shall be the responsibility of the NOC Anti-Doping Agency. BCA Cycling shall impose any sanction from the adjudication process when permitted under the NOC protocol and in accordance with the UCI approved sanctions.

Policy III Administrative Grievances

Preamble

This Policy deals with administrative grievances only. Issues of rider eligibility and discipline are covered under Policy IV (Eligibility, Discipline, and Hearings). For the purposes of this policy, the term, “disinterested” shall mean a person who will not be personally affected by the outcome of an investigation or panel hearing and none of whose relatives, significant other, or team mates will be affected by the outcome. The term, “impartial” shall mean a person who harbors no prejudice towards nor preconceived notions about any of the parties to the grievance, any of the persons that may have information on the grievance as identified in the Grievance and any response to the Grievance by the Respondent, or the outcome of the Grievance.

Chapter I

Filing a Grievance

Part 1:

Any member (the Aggrieved) of BCA or one of its associations who believes himself/herself aggrieved by any action of the BCA, one of its associations, or one of its members, may file a Grievance with the BCA. To be considered for

resolution through BCA Cycling's Administrative Grievance Procedure, the Grievance must:

- a) be submitted in writing to the Management Committee of the BCA at its principal place of business,
- b) be signed by the Aggrieved,
- c) include a concise statement of the Grievance, the individual or organization responsible for the Grievance and the relief sought,
- d) be accompanied by a Grievance Procedure deposit of \$100, which will be refunded to the Aggrieved should investigation show that the grievance has merit, and
- e) be submitted within 30 days of the time that the aggrieved knows or upon reasonable investigation should have known of the grievance

Part 2:

Should the Aggrieved believe that the Management Committee is not "disinterested" and "impartial" according to the definitions in the preamble to this procedure; the Grievance shall be submitted directly to the Executive Committee of the BCA, or to the chairman of the Grievance Committee.

Part 3:

For the remainder of this policy, all references to the BCA are to be replaced by the "Management Committee" or to the "Chairman of the Grievance Committee" when appropriate per Part 2 of this Chapter 1.

Chapter II

Processing of the Grievance

Part 1:

Upon receipt of a Grievance, the Management Committee will promptly:

- (a) Appoint one disinterested and impartial member, employee or agent of BCA to investigate the Grievance.
- (b) Send the Aggrieved a notice acknowledging receipt of the Grievance. That notice shall include:
 - i. the name of the Investigator,
 - ii. the date by which the investigation will be concluded, and
 - iii. a copy of these Grievance procedures
- (c) Send to any individual or organization whose conduct is the subject of the Grievance (the "Respondent") a notice of the filing of the Grievance and a copy of the Grievance. No notice need be sent when the Respondent is the BCA.

The notice shall include:

- i. an invitation to respond in writing to the Grievance, which response must be received before the date scheduled for the completion of the investigation.
- ii. the name of the Investigator,
- iii. the date by which the investigation will be completed, and
- iv. a copy of these Grievance procedures.

Part 2:

Should the Aggrieved or Respondent (“the Parties”) believe that the Investigator is not disinterested and impartial per the definitions in the preamble to this procedure, he or she will so inform the Management Committee of his or her reasons for requesting a new Investigator. In this case, the Management Committee may appoint a new Investigator.

Chapter III:

Investigation of the Grievance The investigation of the Grievance shall include a review of all relevant documents provided in the Grievance and interviews (or attempted interviews) with the Parties and other persons mentioned in the Grievance having information related directly to the subject matter of the Grievance. Within five (5) days of the end of the investigation, the Investigator shall prepare for the BCA a written summary of the investigation and a recommendation as to appropriate disposition of the Grievance. The BCA will send copies of the investigation summary to the Parties.

Chapter IV:

Mediation of the Grievance:

Without being limited by the recommendation of the investigator, the Management Committee may then attempt to mediate the dispute to the satisfaction of the Parties. If mediation is successful, the agreed upon resolution shall be recorded in a form which includes the written acknowledgment by the Parties of that resolution. Should the Investigator conclude that the Grievance is without substantive merit, the Management Committee shall inform the Aggrieved that no further action will be taken on the grievance. The Parties shall have no further procedural rights or appeal rights, nor shall they have the right to challenge in any manner, whether by arbitration or court action at law and/or in equity, the Management Committee’s decision to take no further action on a Grievance based on the investigator’s report.

Chapter V:

Grievance Hearings

Part 1:

If the Management Committee is unable to mediate the dispute to the satisfaction of the Parties within ten (10) days of receipt of the Investigator's summary and recommendation, the Grievance will be submitted to the Chair of the Grievance Committee. The Chair of the Grievance Committee will then appoint three members of that Committee to serve as the panel that will hear the Grievance (the "Hearing Panel"), and will name a chairman of the Panel. The Chair of the Grievance Committee may appoint himself/herself as Panel Chair or as a member. The Chair of the Grievance Panel may also select members of a Hearing Panel from outside the Grievance Committee when necessary to assure an impartial panel.

Part 2:

The Chair of the Hearing Panel will select the time and place for the Grievance Hearing so as to have the hearing occur at the earliest convenient date. The Chair may choose to conduct the hearing by conference call or other similar electronic means. The Chair will communicate the information about the hearing schedule, along with the identity of the other two members of the Panel, to the Parties to the Grievance and the Management Committee. No party shall be entitled to an in-person hearing; rather all hearings shall be by phone conference unless decided otherwise at the sole discretion of the panel.

Part 3:

Should either the Aggrieved or Respondent believe that a Hearing Panel member is not disinterested and impartial per the definitions in the preamble to this policy, he or she may challenge the participation of that member to the Chair of the Grievance Committee. After reviewing the reasons, the Grievance Committee Chair may choose to replace that member.

Part 4:

Prior to the hearing, the Management Committee will provide to the Hearing Panel copies of the Grievance, any written response previously submitted by the Respondent, documents collected by the Investigator and the Investigator's summary. The Chair of the Hearing Panel shall cause to be sent to the Parties a written copy of the procedures to be followed at the hearing. Those procedures shall include the opportunity for each Party to be represented by counsel, to present oral or written evidence, to cross-examine witnesses and to present such factual or legal claims as desired.

Part 5:

Decisions about the merits of the Complaint and form of remedies thereto shall be made by majority vote of the Hearing Panel. The Hearing Panel shall report its decision on the merits in the form of written findings of fact and conclusions within ten (10) days of the conclusion of the hearing. The decision shall be sent to the Parties to the Grievance and to the Management Committee. The resolution of the Grievance pursuant to this Policy III shall be final. The remedies afforded the Parties under this Policy III shall be the sole and exclusive remedies available to them with respect to or arising from the Grievance and/or its subject matter, except as may be allowed under **Article VIII** of the BCA Bylaws, as may be amended or restated from time to time; provided, however, in no event shall any Party have the right to challenge or seek to overturn the outcome of the Grievance or the procedures set forth in this Policy III, in a court of law and/or equity.

Policy IV: Eligibility, Discipline and Hearings

This Policy deals with issues of rider eligibility and discipline. Administrative grievances are covered under Policy III. For the purposes of this policy, the

term, “disinterested” shall mean a person who will not be personally affected by the outcome of a panel hearing and none of whose relatives, significant other, or team mates will be affected by the outcome of a panel hearing. The term, “impartial” shall mean a person who harbors no prejudice towards nor preconceived notions about any of the parties to the complaint.

Chapter I: Rider Eligibility

No rider who is otherwise qualified to compete may be denied entry in a protected event without the right to a hearing as described in Chapter III of this policy. Field of play decisions made by race officials during a competition are not subject to a hearing under Chapter III even if those decisions ultimately affect a rider’s eligibility for a protected event or international competition.

Chapter II: Member Discipline

Section 1: Scope. All members of BCA and all persons who participate in any official function of BCA are subject to disciplinary action as provided in this Policy. For purposes of this Policy, the meaning of the term member includes members of BCA Cycling; persons participating in a bicycle race held under a BCA or Association permit; affiliated organizations; and race promoters and their employees, independent contractors, and volunteers. For the purposes of this Policy, members are also subject to disciplinary actions for their conduct at bicycle races in other countries.

Section 2: Violations. Any breach by a member of a provision of BCA Cycling regulations, rules, policies, Code of Conduct, or other actions which substantially prejudices either the ability of BCA Cycling to carry out its tasks or the sport of bicycle racing shall be subject to discipline as provided in this Policy, including loss of eligibility or other appropriate penalties.

Section 3: Facility Agreements. Any member who acknowledges in writing any published rules of conduct for the use of a training, housing, or racing site obtained by BCA Cycling or an Association and who subsequently violates these rules shall be subject to discipline as provided in this Policy.

Section 4: Financial Obligations. Members or other parties who present checks to BCA Cycling, an Association, the UCI or to organizers of events for which race permits have been issued, which checks are dishonored by the banks upon which they are drawn, or who fail to pay any fine or other financial obligation due the BCA, an Association, or the UCI, shall be subject to the following procedure: The member will be informed of the obligation by telephone or served per Section 7, Part 1(b) of this Chapter. After receiving the verbal notice or service, the member will have ten business days to fulfill the obligation, failing which he or she will be subject to disciplinary action. Without limitation, this may include loss of eligibility to compete in the BCA or Association races or to do business with the BCA until the obligation is

fulfilled, followed by an additional period of ineligibility to be determined by the Management Committee of the BCA. Should the offending party be an athlete that may lose eligibility to compete in an event or international competition as a result of disciplinary action per this Section, a recommendation only shall be made that the athlete lose eligibility, which recommendation shall be deemed to be a complaint as provided for in Section 7 of this Chapter and administered as such, including, but not limited to, the right of the athlete to a hearing as described in Chapter III.

Section 5: Club, Team, or Sponsor Affiliation. An Association may regulate when its members may establish or change club, team, or sponsor affiliations. A member who fails to abide by such regulations shall be subject to discipline as provided in this Policy. Without limitation, this may include loss of eligibility to compete in BCA Cycling or Association races until such regulations are complied with, followed by an additional period of ineligibility.

Section 6: Due Process. Every member is entitled to due process in the administration of discipline.

Section 7: Complaints. A complaint is a written and signed allegation that one or more members have violated the BCA regulations, rules, policies or Code of Conduct. A complaint may be filed by BCA Cycling or one or more members who, collectively, are known as the complainant. The member or members who are alleged in the complaint to have violated USA Cycling's regulations, rules, policies or Code of Conduct are known collectively as the respondent. Complaints by members shall be filed with the Management Committee or the Technical Director of BCA Cycling. The procedures listed in the balance of this Section 7 apply to all complaints except those arising from unfulfilled financial obligations, as defined in and governed by Section 4, above, subject to the right to a hearing as provided in the last sentence of Section 4.

Part 1: Service of Complaint.

- (a) Timing.** BCA shall serve a copy of the complaint on the respondent, who shall have the opportunity to respond formally. Once the complaint is served, either party shall have ten days in which to formally request a hearing, the procedures for which are defined below in Chapter III. If respondent requests a hearing, prior to or concurrently with the filing of the hearing request, he or she shall file with BCA Cycling and serve on the complainant, an answer to the complaint. BCA Cycling will provide both parties with the procedures for requesting a hearing. The request must be received at the offices of BCA Cycling prior to the close of normal business hours on the tenth day following service of the complaint, and must be accompanied by the hearing request fee of \$200; otherwise the right to a hearing shall be deemed waived.
- (b) Service Methods.** For purposes of this Policy, service shall be accomplished by hand delivery; mailing by certified mail, postage

- (c) **Waiver of Hearing.** Any party may waive his or her right to a hearing at any stage of the proceedings. The right shall be deemed to have been waived if respondent does not request a hearing and file a response to the complaint as required by Subparagraph (a) of this Part 1.

Part 2: Investigation.

- (a) If allowed by the time constraints surrounding the complaint, such as a forthcoming event, competition or selection deadline, the Management Committee or his designee shall appoint an investigator who shall conduct an informal investigation and assess the evidence regarding the charges to determine if there is cause for disciplinary action. The investigator shall use his or her best efforts to hear all sides of the dispute and the investigation shall be conducted in any reasonable manner, including by telephone. If the time constraints do not permit an investigation, the Management Committee shall so notify all parties.
- (b) If an investigator is appointed, such investigator shall determine whether there is sufficient evidence to merit disciplinary action and, where applicable, a hearing, and shall submit to the Management Committee, in writing, the findings of the investigation and a recommendation of what sanctions, if any, should be applied. The investigator shall serve a copy of this recommendation on the complainant and respondent. Regardless of the investigator's recommendation, if any, respondent and complainant shall be entitled to a hearing if they timely file a request as provided in subsection (a) of Part 1 of this Section.

Part 3: Disciplinary Action. If no hearing is requested per Part 1 of this Section, the Management Committee shall determine the penalty, if any, to be imposed, which may include a suspension or other loss of eligibility. The Management Committee will determine the length of any loss of eligibility and the date on which such loss of eligibility shall commence.

Section 8: Observance. All components and Associations of BCA Cycling shall follow these procedures and honor any suspensions or loss of eligibility imposed by USA Cycling.

Section 9: Suspensions by Other Organizations. BCA Cycling and its Associations shall honor the suspensions or other disciplinary actions

imposed by UCI member National Federations, and their affiliates, BCA Cycling reserves the right to honor the suspensions of other cycling organizations with which it maintains reciprocity agreements.

Chapter III: Hearings Section 1.

If a hearing is requested, BCA Cycling shall serve a copy of the hearing request on the other parties to the complaint, if any.

Section 2

The CEO shall appoint three disinterested and impartial persons, known as a Hearing Panel, to conduct a hearing. The hearing shall be conducted informally and may be accomplished in any reasonable manner including by telephone. In the conduct of the hearing, the burden shall be upon the complainant to prove the allegations of the complaint by a preponderance of evidence. If either party in the hearing makes a reasonable case that one of the Hearing Panel members is not disinterested and impartial, the member will be replaced.

Section 3

The respondent must be given a reasonable time between receipt of the notice of charges and the date of a hearing, if one is requested, to prepare a defense. This period of time shall be no less than 15 days but no more than 45 days; provided, however, that the Hearing Panel may shorten all time periods provided for in this Chapter as it deems necessary and appropriate in order to render a decision in a timely manner under the circumstance of the complaint and taking into consideration any related deadlines or forthcoming competition or event. The Hearing Panel Chair shall make every reasonable attempt to organize the hearing on a day and time such that the respondent and all other parties can participate either in person or via teleconference.

Section 4

In any hearing concerning the eligibility of an athlete, the athlete shall always have the right to an expedited hearing.

Section 5

All parties shall have the right to be assisted, at their own expense, in the preparation of their case at the hearing, including the assistance of legal counsel, if desired.

Section 6

All parties shall have the right to call witnesses and present oral and written evidence and argument.

Section 7

All parties shall have the right to confront and cross-examine adverse witnesses.

Section 8

All parties shall have the right to have a record made of the hearing, at their own expense.

Section 9

The Hearing Panel shall determine by a majority vote if:

- 1) The allegations of a complaint are true and there is cause for disciplinary action, or
- 2) an athlete has been wrongly denied eligibility.

Section 10

If the Hearing Panel finds a complaint to be valid according to Section 9, subparagraph (1) of this Chapter, it may impose a sanction and, if appropriate, set the dates on which the sanction shall begin and end. If the complaint concerned misconduct at any given race or competition, the Hearing Panel may issue a suspension covering a period up to ninety days and may recommend to the Management Committee the imposition of a longer period of suspension. The Management Committee may determine loss of eligibility, including, without limitation, suspension, for any period after receiving a recommendation from the Hearing Panel.

Section 11

If the Hearing Panel finds that an athlete has been wrongly denied eligibility according to Section 9, subparagraph (2) of this Chapter, it shall declare the athlete to be eligible.

Section 12

A written decision, with the reasons therefore, based solely on the evidence of record, shall be served by the panel on all parties and the Management Committee no later than ten days after the hearing. The decision shall be final and shall not be subject to further challenge in any proceeding, including litigation or arbitration. In connection with all hearings and arbitrations, each party shall pay its own legal fees.

Requirements of Riders Competing Outside Belize

Licensed riders must obtain permission from BCA Cycling to compete outside of Belize. Permission to compete is provided only for visits to federations that are affiliated with the UCI. Each federation is allowed to set its own requirements for allowing foreign riders to compete. It is the rider's responsibility to meet these requirements when applying for permission. Note that you must have a license in order to compete abroad.

Foreign Permission Application Procedure

- (a) Proof of Citizenship. If you are not a Belizean citizen (indicated on your license under "status") you must provide a passport (copy) or other proof of citizenship.

- (b) An applicant must be a licensed rider with a valid International license.
- (c) Foreign Permission Letter. A permission letter may be requested by writing to BCA Cycling.
 - (1). Each request must show your name, license number, country(s) you wish to compete in, arrival dates and length of stay.
 - (2). Please allow at least one week to process and issue letters from the date of receipt in the BCA office. BCA Cycling Member Services will process the request in the following manner:
 - (a) A license validation check will be conducted from the BCA computer files.
 - (b) Permission from the Management Committee will be requested.
 - (c) Upon license validation check and Management Committee's permission, a letter will be sent to the foreign federation(s) giving permission for you to compete overseas, and copies sent to you. You may have five letters free of charge annually.
 - (d) The letter authorizing competition in a foreign federation will contain:
 - 1) Your Name (as it appears on your passport)
 - 2) UCI code and country of origin
 - 3) Club and or Team, if you belong to one
 - 4) Racing categories by discipline
 - 5) Your UCI class (Junior, Under 23, Elite, Master)

§ 1. Affiliated Clubs

- 1.1 Affiliated clubs may use the association emblem on club stationery provided that the identity of the club appears more prominently than the association emblem and that the stationery shows no commercial sponsorship. Other uses of the emblem require special permission from the Association.
- 1.2 **Club Name.** Clubs and teams are prohibited from using names, inscription, or publicity that may tend to confuse the distinction between them and National Teams of the Association. Teams such as “National” and “Belize” generally lead to such confusion.
- 1.3 *Only sponsored clubs may be named after a commercial organization.*
- 1.4 **Suspension.** Any affiliated club that is in violation of the Association Regulations may be suspended by the Management Committee. Such suspensions may be appealed. Licensees of suspended club are considered to be “unattached” and are subject to unattached surcharges. Such riders may change clubs without obtaining release from the suspended club.
- 1.5 **Sponsorship.** Any affiliated club in good standing which has promoted a race open to members of other clubs in the current or previous calendar year shall be eligible for sponsorship.
- 1.6 **Sponsored teams** consisting of riders who are members of different Clubs may be organized by an affiliated club to compete either in a single event or events throughout the calendar year. The club of which each rider is a member must provide written approval before its members may participate and may, in exchange for permission, received a fee from the team sponsor to support development of club riders. All members of the sponsored team must compete in identical uniforms either of the organizing club or of a new sponsorship design.

§ 2. Rider Licensing

- 2.1 **Eligibility.** Annual riders licensing is open to applicant who will be at least 10 years old on December 31 of the current year. However a rider who has held a professional cycling license in any given calendar year is not eligible for a BCA license in the same year. Applicants must submit a complete registration form, proof of age, and the specified licensing fee. Each rider shall receive a copy of the Racing Rules.
 - 2.1.1 Any person may be issued a BCA Cycling license on a calendar year basis. Such a license may be used in international competition and in all events that are held under the BCA Cycling regulations, subject to eligibility requirements of those Regulations.

- 2.1.2** Alternatively, applicants may be issued BCA licenses, which are valid for Federation events up to 31st September of the current year.
- 2.1.3** Others may be issued one-day licenses and be permitted to enter races open to men's category 5 or (for women) women's category 4, but do not become members and may not enter championship events. Riders younger than 10 (ten) may enter only youth races.
- 2.2** An Association license is an identity document that is the property of the Association and that indicates its holder has voluntarily agree to abide by the regulations and decisions of the Association. It permits the licensee to enter any event for which the licensee is qualified and for which a permit has been issued by the Association.
- 2.2.1** A racing license indicates the affiliated club, if any, of which the rider is a racing member, the district in which the rider is a resident, the rider's age, sex, and the rider's road and track racing categories. A rider may be a racing member of only one club at any time.
- 2.2.2** Annual domestic racing licenses expired 31st October.
- 2.2.3** **Changes** to a racing license may be made only by the Management Committee representative. An address to a different district may be made only by the Management Committee. Anyone making an unauthorized alteration of a license or causing such a change to be made shall be subject to suspension.
- 2.3** **Liability Release.** All persons applying for an Association license may be required, as a condition of insurance of the license, to read, agree to, and signed an agreement and release of liability in a form approved by the Association.
- 2.3.1** All persons who are under the age of 18 years, or who are minors under the law at the time they apply for an Association license, must also have their parent or guardian read, agree to, and sign an agreement and release of liability in a form approved by the Association. A parent or guardian of a minor may revoke that minor's license by writing notice to the association's central office, and such revocation shall become effective 30 days after receipt by the Association of the written notice of revocation.
- 2.3.2** No license shall be valid unless signed by the applicant.
- 2.4** Each rider's racing class shall be determined by the rider's sex, racing age, and category, defined below. A rider whose age is 18 years or less is "*junior*", one whose age is 19 through 22 is and "*Under-23*", age 23 through 30 is "*Elite*" and an older rider who has not held an "*Elite*" license in the current year is a "*Master*". *Under-23's*, *Elites* and *Masters* are collectively called "*Seniors*".

2.5 Categories of Riders.

2.5.1 All riders shall be assigned to one of the following categories for road racing and for track racing: 5, 4, 3, 2, and 1 for men and 4, 3, 2, and 1 for women, with smaller numbers representing increasing rider proficiency and ability.

2.5.1.1 Rider categories may be assigned by the Management Committee on recommendation of the Districts Regional Representatives based on a rider's experience and performance and are subject to appeal. Category 5 for men or Category 4 for women is assigned unless a higher category has been earned.

2.5.1.2 Categories indicate cycling abilities relative to riders same sex without regard to age.

2.5.2 Upgrading and Downgrading criteria for rider categorizing will be specified by the Management Committee and communicated to the licensees.

2.5.3 Race organizers may organize races with arbitrary rider category (e.g., A, B, C) to which riders voluntarily assign themselves. Such races may be considered for upgrading of a rider's Association category base on experience but may not be used for upgrading performance.

2.6 Members in Clubs.

2.6.1 Club-rider Contracts. A club and rider may enter into written agreements describing the obligations of each to the other provided that such agreements do not conflict with Association regulations.

§ 3. Official, Coaches, and Mechanics

3.1 Coaches may be licensed upon completion of the training program established by the Management Committee.

3.2 Licensing and Appointment of Officials.

3.2.1 Officials are licensed and categorized according to positions of responsibility to which they may be appointed. Categories 4 through 1 represent increasing proficiency, with separate categories for track events. Qualifications for upgrading and downgrading shall be specified by the Management Committee and communicated to the licensees.

3.2.2 Appointment of Officials.

3.2.2.1 The minimum recommended category for an appointment to a race meet depends upon the highest race category in the meet and the officiating position:

Race Category	Chief Commissaire	Chief Commissaire 2	Other Officials
A	1	1	3

B	1	2	3
C	2	3	4
D	3	3	4
E	3	4	4

Also Chief Timer for time trial events and Starter for track event

3.2.2.2 Whenever practicable, the assignment of duties shall be rotated between equally qualified officials. Officials from outside the vicinity of the event may be selected whenever the appointing authority deems it is in the interest of the Association.

3.2.3 Maintaining Officials' Licenses.

3.2.3.1 Any licensed official, in order to remain in good standing as an official of the Association, must pay any license fees and officiate at a minimum of two Association race meets per year. Officials are also required to attend a seminar once per year to acquaint them with the rule changes and to instruct them in their roles.

3.2.3.2 For selection, nomination and elevation of officials, the primary characteristics to be considered include but are not limited to an individual's abilities to apply Association regulations impartially, decisively, and correctly, and to effectively and reliably manage cycling competitions in a manner that foster respect front hr sports of cycling.

3.2.3.3 Whenever deemed necessary by the Management Committee, there may be an evaluation of the categorization of any official. If an official is determine to be no longer qualified for assignment at the current level of categorization, the official shall either be categorized at a lower level or declared ineligible for further appointments.

3.3 Mechanics may be licensed to the end of the calendar year upon certification and payment of the specified fee.

3.4 **Liability Release.** Any applicant for an official's, coach's, or mechanic's license from the Association may be required, as a condition of insurance of such license, to read, agree to, and sign an agreement and release of liability in a form approved by the Association.

§ 4. National Teams

4.1 Team Selection

- 4.1.1 The criteria and procedure that will be used to select riders for World Championships, Pan American, Central American Games, Central American and Caribbean Games and Olympic Games shall be formulated and published in advance of the selection process and shall be followed unless prohibited by circumstances beyond the control of the selection authorities.
- 4.1.2 Any rider who is eligible to compete internationally on a national team shall be eligible to compete in races qualifying for selection to that team.
- 4.2 The team Manager shall represent the team in whatever events they enter and shall look after the interests and general welfare of the members of their team, including housing, food, transportation, uniform, laundry and recreation. They shall also enforce the rules of the Association. The team members shall have the right to a hearing and appeal with respect to the enforcement of such rules as provided for in the BCA Cycling regulations.
- 4.3 The National Team Coaches shall have responsibilities including but not limited to:
 - 4.3.1 Developing and conducting programs to improve the competitive performance of cyclist;
 - 4.3.2 Recommending selection procedures and selecting National Teams according to approved procedures;
 - 4.3.3 Setting up the training program, practice, and competition schedule for the National Team; and, advising and coaching candidates for, and the members of, the teams in techniques and strategies of their competition. Only persons approved by the Association may coach the team during its preparation and competition.
- 4.4 All member of the National and persons to whom a special uniform has been issued shall be subject to the jurisdiction of the Association. They shall conduct themselves at all time and in all places as befits worthy representatives of their country and the Association. Whenever racing as members of the National team, the team members shall wear helmets that meet the standards of Racing Rules.
- 4.5 **No Constraints.** No licensee may be a member of an Association team of an Association team if that individual has a prior agreement which requires the use of certain brands or type of clothing while functioning as a National Team member.
- 4.6 **Supervision.** Competitors shall be under the strict supervision of the National team Manager and coaches, By accepting membership on the National Team, athletes agree to follow the guidelines set forth in the National Team Member Agreement as provided by the Association.
- 4.7 **Dismissal.** National Team personnel, including riders, trainers, coaches, and mechanics, who do not adhere to the provisions of this By-Law may be dismissed from the team by the Team Manager or the Management Committee. If the team is still in Belize, such dismissals may be appealed in the same manner as other administrative

§ 5. Discipline

5.1 *All Association members who participate in an event held under an Association permit, in any Association appeals or administrative hearing or other official function of the Association are subject to disciplinary action for misconduct. This By-Law defines suspension procedures, which are a limited form of the international suspension procedures specified in Belize Cycling Bylaw procedures. Either from of suspension or both may be applied in a given situation.*

5.2 Offenses

The following offences shall be subject to suspension or lesser penalties:

- a) Flagrant or persistent violation of any BCA Cycling Regulations that seriously damages the good name of Belize Cycling, any of its associations or the sport of bicycle racing;*
- b) Any member who acknowledge in writing any published rule of conduct for the use of training, housing or racing site obtained by the Association and who subsequently violates those rules;*
- c) Members who fail to make good on invalid checks presented as payment to BCA Cycling or as an entry fee at an event that was issued a race permit by the Association, or who fail to promptly pay any fine or other financial obligation due BCA Cycling.*