

Mosaic Outdoor Clubs of America

Code Of Conduct

Mosaic Outdoor Clubs of America ("MOCA"), its chapters, and its affiliated clubs are committed to providing participants in MOCA events with a safe and enjoyable environment. MOCA expects all participants to act as adults in a responsible and ethical matter. Rather than try to define every possible detail and circumstance, the purpose of this Code of Conduct is to provide a general statement and guidelines. MOCA relies on the good judgment of MOCA's representatives, event leaders and the MOCA Board to provide guidance and appropriate action in specific instances.

- 1) MOCA expects all participants to treat others with respect and courtesy. This includes other participants, leaders, event staff, camp staff and outside service providers. Participants in MOCA events and activities should be cooperative, polite and act in a safe manner. Participants should display a positive attitude and have respect for the enjoyment of others.
- 2) Participants are expected to dress appropriately for the activity in which they are participating and to bring suitable gear and supplies, including food and drink where appropriate. Participants should listen to and follow the instructions of guides or instructors when provided. Participants should be aware of their physical strength and ability and only select activities that they are able to do safely.
- 3) Participants should not harass, intimidate or participate in unsafe or inappropriate behavior. Prohibited behavior includes, but is not limited to, the following:
 - a) Sexual Harassment: Unwanted sexual advances, requests for sexual favors and other inappropriate verbal or physical conduct of a sexual nature.
 - b) Intimidation: Physical or verbal conduct that causes a person to reasonably fear for his/her safety or the safety of others.
 - c) Defamation: A communication that is intended to harm a person's reputation or to hold a person up to ridicule, scorn or contempt.
 - d) Derogatory Language: The use of slurs or derogatory language regarding race, ethnicity, gender, national origin, religion, age, sexual orientation or disability.
 - e) Threats: Physical or verbal conduct that creates a reasonable expectation of bodily harm to themselves or others, or damage to the property of another.
 - f) Act of Violence: A physical act that endangers others, whether or not it causes actual bodily harm to another person or damage to the property of another.
 - g) Illegal Drugs: The use or possession of illegal drugs or other substances at MOCA events and activities.
 - h) Fraud: Any fraud or illegal activity in the conduct of MOCA business, or the embezzlement or misdirection of MOCA funds or other assets for non-MOCA use.
 - i) Intoxication: Visible signs of intoxication due to alcohol or other substances, which, in the opinion of any leader or leaders present, poses a risk to him/herself or any other participant.
 - j) Gender Identity: Knowingly refusing to respect a participant's wishes with respect to the pronouns by which they are to be addressed or referred to.
- 4) Participants are expected to follow the direction of MOCA leadership, including the leaders of individual events and activities. Participants shall not interfere with leaders in the conduct of their duties and responsibilities; nor shall they require unreasonable supervision, monitoring and/or care.
- 5) Proselytizing shall not be permitted during MOCA events. MOCA expects all participants to respect others' beliefs and religion.
- 6) Participants are expected to obey all applicable laws and to respect private and public property.
- 7) When possible, participants should use environmentally sound practices to minimize our effect on the outdoors. These practices include but are not limited to: staying on trails, not littering, proper sanitation.
- 8) Violation of this Code of Conduct may result in appropriate action, including, but not limited to: removal from the activity, expulsion from an event, suspension from future MOCA activities. If practical, violators of this policy will be given warnings of their violations; however, a warning is not required prior to appropriate action being taken.
- 9) In cases of violations, the following procedures should be used to determine appropriate action:
 - a) Violations of this Code of Conduct should be reported to the event leadership, or to a member of the MOCA Board as soon as practical.
 - b) For minor violations, the person to whom the violation is reported may talk to the accused and give that person a verbal warning. Any such minor incidents should be reported in writing to the MOCA disciplinary committee and/or Board of Directors.

- c) Where appropriate for serious violations, a resolution committee should be convened at the earliest practical opportunity, preferably at the event at which the problem occurred, for the purpose of determining the appropriate disciplinary action.
- d) The resolution committee should be constituted of at least 2 people with a committee of 3 people preferred. In constituting the resolution committee, preference should be given to the following people in order of preference:
 - e) The leader(s) of the event (if applicable)
 - f) Members of the MOCA disciplinary committee, or MOCA board members if no committee is available
 - g) Leadership of the chapter (if applicable)
- h) The resolution committee should make every attempt to meet in person; however, if this is not possible then a meeting held electronically is permissible.
- i) The person(s) accused of violation of the code of conduct should be invited to the resolution committee to explain their actions and respond to any questions the resolution committee may have. In addition, the resolution committee may hear from other people who were involved in or witnessed the incident.
- j) The outcome of the resolution committee should be communicated to the accused. A summary of the meeting, including the outcome, will be sent to the MOCA board and to the leadership of the affected chapter within 14 days of the meeting. The decision will be implemented by the resolution committee as soon as is practical.
- k) In cases where the decision of the resolution committee is not accepted by the accused, an appeal by the accused may be made in writing to the MOCA board. In this case, the MOCA board shall make a final decision of the outcome at the next scheduled Board Meeting. The accused and their chapter's leadership shall be notified in writing of the decision rendered by the MOCA Board within 30 days. The decision of the resolution committee shall continue to be implemented until a final decision of the MOCA Board has been rendered.

Liability Release

I acknowledge that I have been informed that any activity or event advertised, organized, promoted, sponsored or conducted by Mosaic Outdoor Clubs of America, its international, national and state umbrella organizations, as well as all local chapters, groups and clubs, its assigns, licensees, legal representatives and their respective officers, directors, members and agents (collectively MOSAIC) may be hazardous, and may involve inherent risks to both person and property, including personal injury, loss, damage, or death.

Further, I understand and acknowledge that MOCA members and officers are lay volunteers, and do not have any special knowledge, training or skill in planning, scheduling, conducting or supervising MOCA activity's or the transportation incidental to MOCA activities. MOCA contracts with individuals or organizations that are independent contractors (not employees or agents of Mosaic Outdoor Clubs of America) to conduct some of the activity's participants may engage in or to supply services, lodging and food to participants. Although MOCA has made efforts to locate responsible contractors, it does not supervise or control these contractors and is not responsible for their conduct. Participant acknowledges that they may independently investigate and assess these organizations and activities, if they choose to do so.

WITH FULL UNDERSTANDING AND KNOWLEDGE OF RISKS AND HAZARDS INHERENT IN THE PARTICIPATION IN SUCH ACTIVITIES, I HEREBY AGREE TO ASSUME THE RISKS OF INJURY THAT ARE A NATURAL PART OF MY PARTICIPATION IN MOCA ACTIVITIES AND I HEREBY AGREE FOR MYSELF, AND ALL OF MY FAMILY AND HEIRS, TO RELEASE MOCA, FROM ALL LIABILITY, CLAIMS, DEMANDS OR ANY CAUSES OF ACTION OF ANY KIND, IN TORT OR IN CONTRACT, WHICH MAY ARISE DURING MY PARTICIPATION IN OR MY TRANSPORTATION TO AND FROM ANY ACTIVITIES OF MOCA. I EXPRESSLY INTEND THIS RELEASE OF LIABILITY TO INCLUDE A RELEASE OF LIABILITY FOR ANY NEGLIGENT ACTS AND/OR OMISSIONS OF MOCA that cause me personal injury, death or other damage. I understand that a negligent act is an action that an ordinarily prudent person would not take under the same or similar circumstances, and a negligent omission is the failure to do an act that a person of ordinary prudence would do under the same or similar circumstances.

I agree to be solely responsible for my own safety while participating in MOCA activities. I will not sign up for or participate in MOCA activities for which I do not have the knowledge, skill, equipment and physical condition for safe participation.

MOCA is for (Singles and Couples) of all status. MOCA is not a forum for persons to proselytize the Jewish Community. Any person breaking any of the rules or bylaws of MOCA, including, but not limited to proselytizing to MOCA attendees or members at an event, may be sent home at their own expense and attendance will be revoked for that person to participate in any future MOCA events.

Medical Treatment Release

I hereby give consent and permission for MOCA staff, volunteers, representatives, or contractors to provide medical care to me, to transport me to a medical facility or to seek the aid of emergency medical services as deemed appropriate. I further authorize MOCA staff, volunteers, representatives, or contractors to render whatever treatment they consider necessary for my health, and I agree to pay all costs associated with that care and transportation.

Publicity Release

By clicking below I agree to the following:

I, hereby give Mosaic Outdoor Clubs of America, its assigns, licensees, and legal representatives (collectively MOCA) the irrevocable right to use copy, modify, adapt, distribute, publish, display, exhibit, or otherwise utilize my name (or any fictional name), picture, portrait, digital images, movies, videos or photograph in all forms and in all manners, including composite or distorted representations (the *Representations*), in media, types of advertising and promotion, or any other lawful purposes.

I hereby waive any and all rights that I may have over the use, distribution, transfer, display or other utilization of the Representations by MOCA, including, without limitation, any right to inspect and/or approve such use, distribution, transfer, display or other utilization.

I hereby release and discharge, MOCA from any and all claims arising from or related to the use of the Representations, including, but not limited to, claims for violation of copyright, invasion of privacy, right of publicity, and defamation.

I further acknowledge that I am to receive no compensation from MOCA other than any good will and publicity that I may receive relating to the publication, distribution or other use of the Representations.

Summary

By clicking on the button below, I am signifying that I represent that I am over the age of eighteen (18) years, and that I have the legal capacity to agree to the above.