

**SPORT DISPUTE RESOLUTION CENTRE OF CANADA (SDRCC)
CENTRE DE RÈGLEMENT DES DIFFÉRENDS SPORTIFS DU CANADA (CRDSC)**

**NO: SDRCC 25-0778
(ORDINARY TRIBUNAL)**

**REED VENNING
COLIN LASH
(Claimants)**

AND

**VOLLEYBALL CANADA
(Respondent)**

AND

**CAMERON McGREGOR
DAVID CHAPUT
(Affected Parties)**

Before:

Brian Conway (Arbitrator)

Appearances and attendees:

For the Claimants: Self-represented

For the Respondent: Ed Drakich
Justin Safayeni (Counsel)
Olivia Eng (Counsel)

For the Affected Parties: Self-represented

DECISION

I. BACKGROUND

1. This is a team selection case.
2. On May 31 and June 1, 2025, Volleyball Canada (“VC”) organized a beach volleyball Trials Tournament at Ashbridges Bay, Toronto for U23 players (“the Trials”). The winning male team from the beach volleyball Trials Tournament would go on to represent Canada at the 2025 Junior Pan Am Games (“the Pan Ams”) in Asuncion, Paraguay.
3. A registration deadline of May 01, 2025 for the Trials was set by VC.
4. Teams of two could register for the Trials. A total of eight men’s teams registered for the Trials.
5. Cameron McGregor registered with Kaden Schmidt. However, after the registration deadline Kaden Schmidt was selected for the National Indoor Next Gen Volleyball team and was therefore unavailable to compete at the Trials.
6. As a result of Kaden Schmidt’s unavailability, and after the registration deadline (May 01, 2025) but before the brackets were announced (May 26, 2025) for the Trials, Cameron McGregor asked VC for and was granted a substitution (David Chaput) for Kaden Schmidt.
7. Cameron McGregor and David Chaput (collectively, “the Affected Parties”) won the Trials and were selected by VC to represent Canada at the Pan Ams.
8. On June 16, 2025 the beach volleyball team of Colin Lash and Reed Venning (collectively, “the Claimants”) who lost the gold medal game to the Affected Parties at the Trials filed a request for appeal before the Ordinary Tribunal of the SDRCC.
9. The SDRCC was created on March 19, 2003, through the *Physical Activity and Sport Act S.C. 2003, c. 2*.
10. Under the Act, the SDRCC has exclusive jurisdiction to, among other things, provide the sport community with a national alternative dispute resolution service for sport disputes.
11. All Parties agreed to accept the jurisdiction of the SDRCC in this matter and that the hearing was a hearing *de novo*.
12. On June 19, 2025, I accepted the mandate to be the Arbitrator in this matter pursuant to Section 5.3 of the Canadian Sport Dispute Resolution Code (“the Code”). No challenge to my appointment was made by the Parties.
13. On June 19, 2025, a preliminary conference call was held between the Claimants, VC and the Affected Parties (collectively, “the Parties”), myself and representatives of the SDRCC to

establish a schedule of proceedings. During the conference call, the Parties stated that they wished to have the Arbitration conducted via both written and oral submissions and I agreed to proceed in that manner.

14. Deadlines were set for written submissions from the Parties. Written submissions were received from the Claimants and VC. No written submissions were received from the Affected Parties.
15. At the Hearing oral evidence was provided by all Parties.
16. I have reviewed and considered all of the written materials and oral evidence submitted by the Parties although I will refer to only some of same in this Decision.

II. POSITION OF THE CLAIMANTS

17. In the present case, it is alleged by the Claimants that VC:

1. contravened the Trials registration rules (described to the Claimants as “a firm deadline - no exceptions or extensions [would] be granted”) that required all information/registration as a team be completed no later than May 01, 2025;
2. accepted Kaden Schmidt’s decision to withdraw because he made the NextGen Indoor Team even though this was neither unforeseen nor due to an event of force majeure;
3. allowed the substitution of David Chaput for Kaden Schmidt thereby providing an advantage that other teams, who adhered to the registration deadline, did not have; and
4. gave preferential treatment to the Affected Parties because of their participation in VC’s Beach Summer National Team.

III. POSITION OF THE RESPONDENT

18. In the present case, the Respondent took the following positions with respect to each of the four items above:

1. VC’s policy with respect to player substitutions had not been codified prior to the Trials Tournament. However, VC’s approval of McGregor and Chaput’s substitution request was consistent with its practice and policy for at least 15 years, whereby substituting one eligible player with another after registration was freely allowed, for any reason, provided it was prior to the final tournament schedule being published;
2. VC never gave any indication that it was departing from its consistent practice of allowing player substitutions of eligible players for any reason and instead allowing substitutions only for force majeure reasons (notwithstanding an email to the Claimants that gave *force majeure* as being an *example* of where a substitution could be made). VC

stated that there is no evidence that VC ever restricted pre-tournament player substitutions to *force majeure* circumstances;

3. VC did not provide a competitive advantage to the Affected Parties. The Affected Parties started from the position of last seed and won five consecutive games and defeated the Claimants in the final game. Further, there was no evidence that the Claimants would have reasonably competed with different teammates had they understood they were able to make substitutions after registration but before the schedule was published; and
4. VC states that there was no differential or preferential treatment by VC and that the seriousness of the accusation of bias is such that the person alleging it must bring forward convincing evidence to support the allegation. Here, there was no such evidence.

IV. THE CANADIAN SPORT DISPUTE RESOLUTION CODE

19. Section 6.11 of the Code states that in team selection disputes, it is up to the Respondent to demonstrate that the criteria were properly established and that the contested decision was made in accordance with these criteria. Once this has been established, it is then up to the Claimants to demonstrate that they should have been selected.

6.11 Onus of Proof in Team Selection and Carding Disputes

If an athlete is a Claimant in a team selection or carding dispute, the onus will be on the Respondent to demonstrate that the criteria were appropriately established and that the disputed decision was made in accordance with such criteria. Once that has been established, the onus shall be on the Claimant to demonstrate that the Claimant should have been selected or nominated to carding in accordance with the approved criteria. Each onus shall be determined on a balance of probabilities.

20. The applicable standard of review is that of reasonableness, not correctness.
21. The Supreme Court of Canada's decision in *Canada (Minister of Citizenship and Immigration) v. Vavilov* (2019 SCC 65) does not change this standard of review.
22. In *Vavilov*, the Court held that a reasonableness review is a robust form of review in which the reasons of the decision maker must demonstrate that he or she has considered the facts and governing scheme relevant to the decision as well as any past practices.
23. While deference is owed to the experience and expertise of sporting authorities, a National Sport Organization must nevertheless follow its own rules when making carding or team selection decisions. Where a sport organization has made a decision that is not in accordance with its own rules, that decision cannot be found to be reasonable or to fall within a range of possible outcomes, and the Tribunal has the power to correct such errors. (See *Kraayeveld v. Taekwondo Canada*, SDRCC 15-0253; *Larue v. Bowls Canada Boulingrin*, SDRCC 15-0255 and *Carruthers v. Speed Skating Canada*, SDRCC 16-0309).
24. Arbitrator Poulin discussed the standard of review for an SDRCC arbitrator in *Boisvert-Lacroix and Graham v. Speed Skating Canada*, SDRCC 21-0523/24.

The standard of review

[27] The standard of review for an SDRCC arbitrator is the reasonableness standard, as Arbitrator Pound stated in *Larue*,¹ citing the leading case of *Dunsmuir v. New Brunswick*².

[28] More recently, in 2019, the Supreme Court clarified the approach to judicial review in *Vavilov*,³ where it considers, among other things, the applicable standard of review and the concept of *reasonableness* in relation to decision-making.

[29] The Court held that the reasonableness standard applies in most cases, including situations where a decision-maker is interpreting its own enabling statute.⁴ The Court noted that, despite the goal of intervening minimally and only where truly necessary to “safeguard the legality, rationality and fairness of the administrative process”, the reasonableness standard remains a robust standard of review.⁵

[30] In the following terms, the Supreme Court emphasizes that it is important that administrative decisions have justification:

[15] In conducting a reasonableness review, a court must consider the outcome of the administrative decision in light of its underlying rationale in order to ensure that the decision as a whole is transparent, intelligible and justified. [...]⁶

[31] On the basis of the reasonableness standard, the Court specifies:

[85] Developing an understanding of the reasoning that led to the administrative decision enables a reviewing court to assess whether the decision as a whole is reasonable. As we will explain in greater detail below, a reasonable decision is one that is based on an internally coherent and rational chain of analysis and that is justified in relation to the facts and law that constrain the decision maker. The reasonableness standard requires that a reviewing court defer to such a decision.

[86] Attention to the decision maker s reasons is part of how courts demonstrate respect for the decision-making process: see *Dunsmuir*, at paras. 47-49. In *Dunsmuir*, this Court explicitly stated that the court conducting a reasonableness review is concerned with the “qualities that make a decision reasonable, referring both to the process of articulating the reasons and to outcomes”: para. 47. Reasonableness, according to *Dunsmuir*, “is concerned mostly with the existence of justification, transparency and intelligibility within the decision-making process”, as well as “with whether the decision falls within a range of possible, acceptable outcomes which are defensible in respect of the facts and law”: *ibid*. In short, it is not enough for the outcome of a decision to be *justifiable*. Where reasons for a decision are required, the

¹ *Larue v. Bowls Canada Boulingrin*, SDRCC 15-0255.

² *Dunsmuir v. New Brunswick*, [2008] 1 S.C.R. 190; to the same effect, see the decision of Arbitrator Roberts in *Fergusson v. Equestrian Canada*, SDRCC 20-0455.

³ *Canada (Minister of Citizenship and Immigration) v. Vavilov* 2019 SCC 65.

⁴ *Canada (Minister of Citizenship and Immigration) v. Vavilov*, supra note 3 at para. 7.

⁵ *Canada (Minister of Citizenship and Immigration) v. Vavilov*, supra note 3 at para. 13.

⁶ *Canada (Minister of Citizenship and Immigration) v. Vavilov*, supra note 3.

decision must also be *justified*, by way of those reasons, by the decision maker to those to whom the decision applies. While some outcomes may be so at odds with the legal and factual context that they could never be supported by intelligible and rational reasoning, an otherwise reasonable outcome also cannot stand if it was reached on an improper basis. [emphasis added]

[32] The Court continues by specifying the appropriate method for analysing a provision:

[117] A court interpreting a statutory provision does so by applying the “modern principle of statutory interpretation, that is, that the words of a statute must be read in their entire context and in their grammatical and ordinary sense harmoniously with the scheme of the Act, the object of the Act, and the intention of Parliament”:

[...]Parliament and the provincial legislatures have also provided guidance by way of statutory rules that explicitly govern the interpretation of statutes and regulations: see, e.g., *Interpretation Act*, R.S.C. 1985, c. I-21.

[118] This Court has adopted the “modern principle” as the proper approach to statutory interpretation, because legislative intent can be understood only by reading the language chosen by the legislature in light of the purpose of the provision and the entire relevant context: Sullivan, at pp. 7-8. Those who draft and enact statutes expect that questions about their meaning will be resolved by an analysis that has regard to the text, context and purpose, regardless of whether the entity tasked with interpreting the law is a court or an administrative decision maker. An approach to reasonableness review that respects legislative intent must therefore assume that those who interpret the law whether courts or administrative decision makers - will do so in a manner consistent with this principle of interpretation.

[...]

[120] But whatever form the interpretive exercise takes, the merits of an administrative decision maker’s interpretation of a statutory provision must be consistent with the text, context and purpose of the provision. In this sense, the usual principles of statutory interpretation apply equally when an administrative decision maker interprets a provision. Where, for example, the words used are “precise and unequivocal”, their ordinary meaning will usually play a more significant role in the interpretive exercise: *Canada Trustco Mortgage Co. v. Canada*, 2005 SCC 54, [2005] 2 S.C.R. 601, at para. 10. Where the meaning of a statutory provision is disputed in administrative proceedings, the decision maker must demonstrate in its reasons that it was alive to these essential elements.

[121] The administrative decision maker’s task is to interpret the contested provision in a manner consistent with the text, context and purpose, applying its particular insight into the statutory scheme at issue. It cannot adopt an interpretation it knows to be inferior - albeit plausible - merely because the interpretation in question appears to be available and is expedient. The decision maker’s responsibility is to discern meaning and legislative intent, not to “reverse-engineer” a desired outcome.

[122] It can happen that an administrative decision maker, in interpreting a statutory provision, fails entirely to consider a pertinent aspect of its text, context or purpose. Where such an omission is a minor aspect of the interpretive context, it is not likely to

undermine the decision as a whole. It is well established that decision makers are not required “to explicitly address all possible shades of meaning” of a given provision: *Construction Labour Relations v. Driver Iron Inc.*, 2012 SCC 65, [2012] 3 S.C.R. 405, at para. 3. Just like judges, administrative decision makers may find it unnecessary to dwell on each and every signal of statutory intent in their reasons. In many cases, it may be necessary to touch upon only the most salient aspects of the text, context or purpose. If, however, it is clear that the administrative decision maker may well, had it considered a key element of a statutory provision’s text, context or purpose, have arrived at a different result, its failure to consider that element would be indefensible, and unreasonable in the circumstances. Like other aspects of reasonableness review, omissions are not stand-alone grounds for judicial intervention: the key question is whether the omitted aspect of the analysis causes the reviewing court to lose confidence in the outcome reached by the decision maker. [emphasis added]

[33] In principle, if a selection decision is justified, then in accordance with the teachings of our country’s highest court,⁷ an arbitrator should rarely interfere with such a decision, provided the Respondent followed its own rules, as Arbitrator Mew states in *Bastille v. Speed Skating Canada*.⁸

V. DOCUMENTS

25. VC supplied three documents that they said bear on the issue of Selection Criteria.
26. The first document is titled “Volleyball Canada Internal Nomination Procedures (INP) for Beach Volleyball at the 2025 Asuncion Junior Pan American Games”. The relevant portions of which are reproduced here:

“Team Selection

- Volleyball Canada will nominate one female and one male beach volleyball team.
- Volleyball Canada will assign one male beach volleyball team coach and one female beach volleyball team coach to 2025 Asuncion Junior Pan American Games (Subject to COC Approval). Each of these coaches will have Primary Team Official Accreditations. One of these two coaches will be designated the Team Leader at the 2025 Asuncion Junior Pan American Games. Both coaches must:
 - 1. Be a registered charter professional coach with the CAC by June 26, 2025
 - 2. Have a valid passport that does not expire before February 23, 2026
 - 3. Be in compliance with all relevant COC, IF and Pan Am Sports requirements for eligibility.

⁷ Canada (Minister of Citizenship and Immigration) v. Vavilov, supra note 3.

⁸ Bastille v. Speed Skating Canada, SDRCC 13-0209.

4. Sign, submit and comply with the COC Support Staff Agreement and Local Organizing Committee (LOC) Eligibility form no later than June 26, 2025.
5. Be 18 years of age or older.
6. Be a member on good standing of Volleyball Canada.

- **Volleyball Canada's 2025 Asuncion Junior Pan American Games Trials**

Volleyball Canada has earned a men's berth and one women's berth to the 2025 Asuncion Junior Pan American Games through the NORCECA Beach Volleyball Confederation then Volleyball Canada will hold a 2025 Asuncion Junior Pan American Games Trials on May 31-June 1, 2025 to determine which male and female teams will represent Canada at the 2025 Asuncion Junior Pan American Games.

- a. The first place team at the Volleyball Canada 2025 Asuncion Junior Pan American Games Trials will be offered the 2025 Asuncion Junior Pan American Games Berth.
- b. Should the first place team from point a. above decline to participate as a pair in the 2025 Asuncion Junior Pan American Games, the second place team at the Volleyball Canada 2025 Asuncion Junior Pan American Games Trials will be offered the 2025 Asuncion Junior Pan American Games Berth. [emphasis added]
- c. Should the second place team from point b. above decline to participate as a pair in the 2025 Asuncion Junior Pan Am Games Berth team, the third place team at the Volleyball Canada 2025 Asuncion Junior Pan American Games Trials will be offered the 2025 Asuncion Junior Pan American Games Berth.

If the top three teams from point a., b. and c. above each decline the selection to participate in the 2025 Asuncion Junior Pan American Games then Volleyball Canada will award the berth based on international potential as determined by Volleyball Canada's Next Gen Head Coaches (Men and women) and Volleyball Canada's Beach High Performance Director.

- Deadline for Volleyball Canada to submit the 2025 Asuncion Junior Pan American Games long list of athletes and support staff to the Canadian Olympic Committee: **Before May 2, 2025.**
- Deadline for Volleyball Canada to nominate the players participating in the 2025 Asuncion Junior Pan American Games and support staff to the Canadian Olympic Committee: **Before July 15, 2025.**

Injury Clause:

- Each athlete from the selected teams (2 females and 2 males) shall designate a replacement partner should their partner suffer an injury that prevents them from taking part in the 2025 Asuncion Junior Pan American Games. The replacement partner has to be on the COC Long List.

- All changes after nomination to the COC are subject to the approval of the COC Team Selection Committee. All changes are also subject to PASO's Late Athlete Replacement Policy.

Appeals

If an athlete wishes to appeal a decision from Volleyball Canada's Internal Nomination Procedures for Beach Volleyball at the 2025 Asuncion Junior Pan American Games, the appeal will be dealt with as outlined in the Volleyball Canada Appeals Policy, found on the Volleyball Canada website at the following link:

<https://www.volleyball.ca/en/about/governance/policies>

If both parties are in agreement, the Volleyball Canada Appeals Policy can be bypassed, and the matter brought directly before the Sport Dispute Resolution Centre of Canada (SDRCC) who will then manage the appeal." [Italics and highlighting added]

27. The second document is titled "FIVB (Fédération Internationale de Volleyball - the international governing federation of volleyball) Sport Operation Manual - Beach Volleyball, March 11, 2025"⁹. The Respondent presented this document for the proposition that the FIVB Sport Operations Manual sets registration deadlines (similar to the Trials registration deadline) by which teams must be on the "tentative entry list" for FIVB beach volleyball events. After that date, teams cannot be added. However, between the tentative entry list deadline and a later confirmed entry list deadline (similar to the Trials schedule announcement date/deadline), section 2.1 of the Manual provides that "a team can still be deleted or have its composition changed for a FIVB sanctioned Beach Volleyball event". [Emphasis added]
28. The third document is an email from Sean Scott, Director Beach National Teams (USA Volleyball) to Ed Drakich dated June 12, 2025 referring to the practice of NORCECA (the North, Central America and Caribbean Volleyball Confederation) which states:

"Per our conversation, NORCECA's practice is to allow player substitutions all the way up until the preliminary inquiry of a specific NORCECA Beach Tour event. Please don't hesitate to reach out should you have any questions."

VI ANALYSIS AND DECISION

29. Since the appeal was brought by the athletes, the initial onus of proof falls on VC, as stated in Section 6.11 of the Code to demonstrate that "the criteria were appropriately established and that the disputed decision was made in accordance with such criteria".
30. The evidence before me was that the criteria established by VC for selecting which athletes would go to the Pan Ams was limited (beyond being eligible for the Pan Ams) to the team

⁹ https://www.fivb.com/wp-content/uploads/2024/05/2025_FIVB_BVB_Sport-Operations-Manual-Clean-March-11-2025.pdf

which won the Trials. As noted above, the specific criteria were described simply as: “*The first place team at the Volleyball Canada 2025 Asuncion Junior Pan American Games Trials will be offered the 2025 Asuncion Junior Pan American Games Berth.*”

31. Before proceeding any further, it is important to specify the role of arbitrators called upon to consider an appeal from a selection decision. In this regard, I cite with approval what Arbitrator Pound stated in *Larue*.¹⁰

In the present case, there are three considerations that should guide me. The first is that, absent cogent evidence of error, I should adopt a deferential assumption that the Team Selection Committee, composed, as it was, of experienced experts in bowls, knows its business. Second, my role as Arbitrator is not to re-write VCB’s High Performance policy or its team selection criteria with any view of “improving” either, or to substitute my personal view of what they could or ought to contain. The operating consideration is that VCB knows the sport of bowls better than any arbitrator. Third, my role is simply to determine whether the outcome of the team selection process was made in accordance with the selection criteria and whether that outcome falls within a range of possible, reasonable, outcomes defensible in light of the facts and the team selection criteria (i.e., the applicable “law” in this matter). [emphasis added]

32. Therefore, in the present case, I must identify the Pan Ams selection criteria and, as needed, interpret the Pan Ams selection criteria to determine what they are. It is not my role to rewrite them, improve upon them or make them clearer. Nor is it my role to substitute my opinion in order to determine what the selection criteria should have been.
33. In my opinion, the selection criteria are clear and unambiguous. The Affected Parties were first place at the Trials and therefore were selected for the Pan Ams.
34. VC having satisfied me on a balance of probabilities that the selection criteria were appropriately established and that the disputed decision was made in accordance with such selection criteria, the burden then shifted to the Claimants to demonstrate that the Claimants should have been selected in accordance with the approved criteria.
35. The Claimants’ arguments focused on whether the ‘substitution’ of athletes after the registration deadline (but before the publication of the tournament brackets/schedule) should have been permitted in this particular case (and what impact that had on their opportunity to be selected).
36. VC submitted that it was their long-time “policy and practice” to allow substitutions of athletes on registered teams up until the announcement of the schedule for tournaments.
37. There is no question that whatever “policy and practice” there was for substitutions of team members at prior VC tournaments, it was unwritten. As candidly acknowledged by counsel for VC at the Hearing, the ‘policy and practice’ *should* have been written and that it *would* be in the future.

¹⁰ *Larue v. Bowls Canada Boulingrin*, supra note 1 at page 12.

38. As Arbitrator Roberts in paragraph 39 of *Weaver v. Nordiq Canada* (SDRCC 20-0481) said (referencing Arbitrator Pound in *Palmer v. Athletics Canada* (SDRCC 08-0080)):

“Arbitrator Pound determined that the standard of review of decisions of national sports organizations is that of reasonableness, not correctness. In doing so, he concluded that arbitrators will be willing to interfere with a sport organization’s decision in relation to that sport

[...] only when it has been shown to their satisfaction that the impugned decision has been so tainted or is so manifestly wrong that it would be unjust to let it stand.

Provided that a National Sport Organization’s (NSO) decision falls within a range of possible, acceptable outcomes that are defensible in light of the Selection Criteria and the facts, the Tribunal will not interfere with the decision. (see *O’Neill and Canoe Kayak Canada* (SDRCC 19-0415).” [Emphasis added]

39. As I understand the Claimants’ argument, it is essentially that VC’s decision to allow the substitution of Mr. Chaput after the registration deadline but before the announcement of the schedule/brackets was (to use the words of Arbitrator Pound) tainted or so manifestly wrong that it would be unjust to let (the “fall out” from) that decision to stand (i.e. the Affected Parties winning the Trials and being selected for the Pan Ams).

40. I shall go through each of the Claimants’ allegations regarding “substitutions”.

As set out earlier in this Decision, the first allegation by the Claimants was that VC:

1. contravened the Trials registration rules (described to the Claimants as “a firm deadline - no exceptions or extensions [would] be granted,”) that required all information/registration as a team be completed no later than May 01, 2025.

41. I accept the evidence of VC that the email sent to the Claimants with wording that the registration date was ‘a firm deadline - no exception or extensions [would] be granted’ was not intended to (and did not) convey that the registration deadline amended the normal practice to allow substitution of team members after registration but before the tournament schedule/brackets were announced.

42. Further, I accept the evidence of VC that the ‘firm’ registration deadline was set by the Canadian Olympic Committee and the Pan Am Committee and that to the extent that the registration deadline was amended for Mr. Chaput, it was those committees who had the power to amend the registration deadline and not VC.

43. On a balance of probabilities, I am satisfied that VC’s handling of the Trials registration requirements had no impact on the selection process within the selection criteria on the Claimants.

As set out earlier in this Decision, the second allegation by the Claimant was that VC:

2. accepted Kaden Schmidt’s decision to withdraw because he made the NextGen Indoor Team even though this was neither unforeseen nor due to an event of force majeure.

44. The evidence of VC, which I accept, was that it had a practice of allowing substitutions of athletes in registered teams, for any reason, as long as the substitution occurred after registration but before the schedule/brackets being announced. Thus, the reason for the withdrawal of Kaden Schmidt after the registration deadline but before the schedule/brackets being announced was irrelevant.
45. Both the Claimants acknowledged when questioned by the Arbitrator that they had no real understanding of the basis of substitutions in prior VC tournaments as they were not involved in the process of those substitutions. They said they had a general understanding that substitutions could be made for injury or “*force majeure*”.
46. It is worth noting here that neither of the Claimants availed themselves of the ability to email or call VC regarding the possibility of substituting for a different teammate at any time, notwithstanding that contact information being readily available to them.
47. Further, the Claimants acknowledged that they interpreted the email from VC about a ‘firm deadline - no exception or extensions [would] be granted’ as also applying to substitutions - even though there was no mention of substitutions in that email.
48. On a balance of probabilities, I am satisfied that the Respondent was entitled to accept Kaden Schmidt’s decision to withdraw from the Trials, not only because he made the NextGen Indoor Team, but for any reason.

As set out earlier in this Decision, the third allegation by the Claimants was that VC:

- 3. allowed the substitution of David Chaput for Kaden Schmidt thereby providing an advantage that other teams, who adhered to the registration deadline, did not have.**

49. The Claimants argued that VC should not have allowed the substitution of David Chaput for Kaden Schmidt after the registration deadline.
50. As already noted, I accept the evidence of VC that there was a long-standing practice of allowing athletes to substitute athletes on registered teams, as long as the substitution occurred before the schedule/brackets was announced.
51. No evidence was led by the Claimants that the Affected Parties were given an advantage over the Claimants. To the contrary, the evidence was that the Affected Parties were placed as the lowest seed and had to face and defeat the number one seed twice. The Affected Parties had the most difficult path of any team to win the Trials (including having to defeat the Claimants in the final).
52. On a balance of probabilities, I am satisfied that by allowing the substitution of David Chaput for Kaden Schmidt, VC did not provide any advantage to the Affected Parties over the other teams at the Trials.

As set out earlier in this Decision, the fourth allegation by the Claimants was that VC:

- 4. gave preferential treatment to the Affected Parties because of their participation in VC’s Beach Summer National Team.**

53. This allegation was not seriously pursued by the Claimants at the Hearing. In my opinion there was no evidence of differential or preferential treatment by VC of the Affected Parties over the Claimants.
54. On a balance of probability, I find that VC acted in good faith towards all of the Parties and did not provide preferential treatment to the Affected Parties.

VII. SUMMARY

55. I am sympathetic as to why the Claimants might have fully grasped the “practice and policy” of VC regarding substitutions and why they might have misunderstood the difference between the registration and substitution deadline. I was pleased that VC candidly admitted during the Hearing that going forward they will ensure that the “policy” part of VC’s substitution “practice” will be reduced to writing.
56. However, I have found that, on a balance of probability that:
- a) VC appropriately established selection criteria for the Trials and that the disputed decision was made in accordance with such selection criteria; and
 - b) The Claimants failed to establish that the impugned selection decision was so tainted or is so manifestly wrong that it would be unjust to let it stand.
57. I wish to thank the Parties for presenting this matter to me in a professional and collegial manner.

DATED: July 08, 2025, Calgary, Alberta

Brian Conway, Arbitrator