

**COLORADO AMATEUR HOCKEY ASSOCIATION MEMBERSHIP  
AGREEMENT  
For the 2024-2025 Season**

This Membership Agreement, made and entered into on the date set forth below by and between the Colorado Amateur Hockey Association, Inc. a Colorado non-profit Corporation (“CAHA”) and ACES Hockey Colorado, a Colorado LLC/corporation (“Member”) for and in consideration of the mutual covenants and agreements herein contained.

Whereas, CAHA is the designated Affiliate in the State of Colorado for USA Hockey, Inc. which is the National Governing Body for the sport of amateur ice hockey in the United States. As duly authorized by the United States Olympic Committee, (USOC), and the Ted Stevens Amateur Sports Act; and further USA Hockey, Inc., is a duly authorized representative of the International Ice Hockey Federation (IIHF);

Whereas Member and CAHA wish to associate in the interest of developing and administering the sport of amateur ice hockey within CAHA’s geographical jurisdiction as provided herein, in a manner consistent with the Articles of Incorporation, Bylaws, Policies and Procedures, Rules and Regulations, Playing Rules, and other decisions of the Executive Committee and Board of Directors of CAHA.

Now, therefore, intending to be legally bound hereby, CAHA and Member hereby mutually covenant and agree as follows:

**I. JURISDICTION**

CAHA hereby grants to Member, subject to the limitations contained herein and federal law, Membership in CAHA as a “Member Association,” “Member Independent Team,” or “Member League,” as applicable and as defined by CAHA’s Bylaws.

Further, CAHA hereby authorizes Member to do the following:

- A. To assess and charge a reasonable membership fee for members within its jurisdiction, in addition to the regular CAHA and USA Hockey fees;
- B. To operate fundraising programs to support its functions as a Member of CAHA;
- C. To perform and/or provide certain other authorized services or functions to promote and regulate the play of the sport of amateur ice hockey as a Member of CAHA.

CAHA hereby agrees that it will accept and recognize only those individuals and teams which hold and continue membership in good standing with the Member. Further, CAHA agrees to cooperate with and assist Member in the administration of the play of the sport of amateur ice hockey when such cooperation and assistance is deemed necessary and/or advisable by Member and CAHA.

This Agreement establishes certain obligations of and grants certain rights to Member for membership in CAHA. CAHA acknowledges that Member is and shall remain a separate entity with complete authority to conduct its affairs and programs, subject only to the express obligations and restrictions contained in this Agreement.

**II. BYLAWS AND/OR POLICIES WHICH MUST BE ADOPTED BY MEMBER**

Member, in consideration of the grant of Membership, hereby agrees to adopt as official policy, Bylaws, and/or other governing documents of its organization, the following:

- A. **CAHA Preeminence:** Member shall abide by and act in accord with the Articles of Incorporation, Bylaws, Policies and Procedures, Rules and Regulations, Playing Rules and decisions of the Board of Directors of CAHA and USA Hockey, and such documents and decisions shall take precedence over and supersede all similar governing documents and/or decisions of Member. Further, Member (i) shall assist CAHA in the administration and enforcement of the provisions of the Bylaws, Policies and Procedures, Rules and Regulations, Playing Rules, and decisions of the Executive Committee and Board of Directors of CAHA,

within and upon its members and/or within its jurisdiction, and (ii) agrees to be guided by the following core values of USA Hockey and CAHA:

- i. **Sportsmanship** – Foremost of all values is to learn a sense of fair play. Become humble in victory, gracious in defeat. We will foster friendship with teammates and opponents alike.
- ii. **Respect for the Individual** – Treat all others as you expect to be treated. Respect all members, participants and volunteers at all times.
- iii. **Integrity** – We seek to foster honesty and fair play beyond mere strict interpretation of the rules and regulations of the game.
- iv. **Pursuit of Excellence at the Individual, Team and Organizational Levels** – Each member of the organization, whether player, volunteer or staff, should seek to perform each aspect of the game to the highest level of his or her ability.
- v. **Enjoyment** – It is important for the hockey experience to be fun, satisfying and rewarding for the participant.
- vi. **Loyalty** – We aspire to teach loyalty to the ideals and fellow members of the sport of hockey.
- vii. **Teamwork** – We value the strength of learning to work together. The use of teamwork is reinforced and rewarded by success in the hockey experience.

### III. ADDITIONAL PRINCIPLES MEMBERS MUST ABIDE BY:

Member hereby understands and agrees that the organization, structure, policy, Bylaws, or other governing documents and/or operation of Member shall reflect, and shall not violate, the following principles:

#### A. CAHA Membership:

- i. **Membership:** CAHA Membership may be granted to a League, an Association of teams, an Association of officials, or an Independent Team, in accordance with the applicable provisions of CAHA Bylaws and CAHA Policies and Procedures.
- ii. **Approval:** Membership in CAHA is expressly subject to approval by CAHA's Executive Committee, in accordance with the applicable provisions of CAHA Bylaws and CAHA Policies and Procedures. CAHA's Executive Committee reserves the right to approve or deny any application for Membership; provided, however, that approval or denial of any application for Membership shall be determined based on criteria as set forth in this Agreement, in applicable provisions of CAHA Bylaws and/or in applicable provisions of CAHA Policies and Procedures; and further provided, however, that approval of any application for Membership shall not be unreasonably withheld. In the event an application for Membership is denied, CAHA's Executive Committee shall provide written notice to the applicant, including the specific basis for denial.
- iii. **Annual Application:** All Members and/or prospective Members must apply for Membership annually. Approval of an application for Membership in one year does not guarantee approval of an application for Membership in subsequent years.
- iv. **Membership Committee Meeting Prior to Approval:** In the event an applicant for CAHA Membership was not previously a Member of CAHA, such applicant shall meet with CAHA's Membership Committee prior to approval or denial of its application for Membership to communicate new member information, and to answer reasonable questions, if any, posed by CAHA's Membership Committee. In the event an applicant for CAHA Membership was

previously a Member of CAHA, no such meeting with CAHA's Membership Committee shall be required.

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- v. **Membership Registration:** All teams in an Association of teams and all Independent Teams shall be properly registered with USA Hockey. **All Board members, coaches, players, team managers, officials, and other Registered Participant Members (as such term is defined by USA Hockey) must register with and remain in good standing with USA Hockey.**
- B. **Notice and Cure:** The term "Notice Period" as used herein means a period commencing on the date CAHA shall give Member prompt written notice upon learning of any breach or default by Member under this Agreement. CAHA will have a thirty-day (30) notice period from the date CAHA learns of the breach to notify the offending party of the breach. Consent for a shorter notice period will not be unreasonably withheld. The term "Cure Period" as used herein means a period commencing on the date Member receives from the other written notice of breach or default hereunder and have a thirty-day (30) period to correct the noncompliance, breach, or default committed by Member. CAHA reserves the right to impose disciplinary action, in any violation of this Agreement, Policies and Procedures, Bylaws, Rules and Regulations, and decisions of the Board of Directors of CAHA including but not limited to, fines, sanctions, probation, and termination. Additionally, Member has the right to appeal based on CAHA and USA Hockey policies. If either party wishes to terminate this Agreement, a thirty-day (30) notice must be provided by either party to CAHA officials, unless otherwise negotiated with CAHA.
- C. **Indemnity:** Member shall indemnify and hold harmless CAHA, the Board of Directors of CAHA and each member thereof, the Executive Committee of CAHA, and each member thereof, councils and committees of CAHA and each member thereof, and all other elected, appointed, employed or volunteer representatives of CAHA from any and all claims, liability, judgments, costs, attorneys' fees, charges and expenses whatsoever, arising from the acts and omissions of Member, except to the extent (i) that CAHA or its afore described representatives caused such claims, liability, judgments, costs, attorneys' fees, charges or expenses by their own intentional neglect or default or (ii) that such acts or omissions were the direct result of compliance with the Articles of Incorporation, Bylaws, Rules and Regulations, Playing Rules or decisions of the Board of Directors of CAHA. Further, Member understands and acknowledges that CAHA and its afore described representatives have assumed such assignment, function, office or capacity upon the express understanding, agreement, and condition that they be so indemnified and held harmless to the extent described in this provision.
- D. **Cooperation:** CAHA shall reasonably cooperate with Member in any litigation and provide reasonable support in connection therewith, including but not limited to advice and testimony upon reasonable request; provided, however, that such cooperation shall not require CAHA to incur any out-of-pocket expense not reimbursed by Member.
- E. **Equal Opportunity:** Member must provide an equal competitive opportunity, considering ability, physical size and other athletic criteria, to amateur athletes, coaches, trainers, managers, administrators, and officials to participate, consistent with the requirements of the Amateur Sports Act of 1978, as amended, in amateur athletic competition without discrimination based on race, color, religion, age, sex, or national origin.
- F. **Team Roster:** For any Member Association or Member Independent Team (as defined in CAHA Bylaws), Member shall place all players on a USAH 1-T roster. All teams MUST have an approved USAH 1-T roster prior to participation in any games using USAH officials and/or against another association team including league, non-league/scrimmage, exhibition, and tournament games. The provisions of this



section shall not apply to Leagues or Officials Associations.

- G. Player Release Policy:** For any Member Association or Member Independent Team (as defined in CAHA Bylaws), such Member shall obtain a player release for any player joining such Member from another Member Association or Member Independent Team, in accordance with applicable CAHA Policies and

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Procedures. This includes players joining on a temporary basis. The provisions of this section shall not apply to Leagues or Officials Associations.

- H. Dispute Resolution:** Member shall provide for the prompt and equitable resolution of disputes of its members, including fair notice and opportunity for a hearing to any amateur athlete, coach, trainer, manager, administrator, or official before declaring such individual ineligible to participate. Member shall comply with the USA Hockey Annual Guide and Bylaw 10 for due process in dispute resolution matters.
- I. Conflict of Interest Policy:** The conflict-of-interest policy defined in the USA Hockey Annual Guide is intended to help directors, officers, and certain other persons identify situations that present possible conflicts of interest and to provide a procedure whereby such potential conflicts may be reviewed by an appropriate party when necessary. Member shall publicly post a conflict of interest policy and Board Members shall provide, in writing, acknowledgement of such policy.
- J. Whistleblower Policy:** A whistleblower is defined as a member, volunteer, committee member, or board member of a Member who reports an activity that he or she considers to be illegal or dishonest to one or more other parties specified in this policy. The whistleblower is not responsible for investigating the activity or for determining fault or corrective measures; appropriate management officials are charged with these responsibilities. Member shall adopt a whistleblower policy and shall document the policy within appropriate Member governing documents.
- K. Insurance:** Member agrees, at all times throughout the term of this Agreement, to be covered by the general liability insurance policy maintained by USA Hockey. Member shall be informed of the limits of that policy, and of any changes to those limits which may be made by USA Hockey at its sole prerogative. Member retains the right to obtain whatever additional insurance coverages it may desire, at its own expense, but agrees to name CAHA as an additional insured thereof. By purchasing and maintaining the aforementioned general liability insurance policy, CAHA does not assume, and indeed disclaims, any liability for any actions or omissions of Member. Member agrees to use reasonable efforts to purchase, acquire or provide, and always maintain in full force and effect, directors' and officers' liability insurance, and (to the extent such insurance is not obtained through USA Hockey) name CAHA as an additional insured thereunder.
- L. Conduct Detrimental:** Member agrees to abstain from conduct detrimental to CAHA and its members. If the CAHA Executive Committee should determine, in its sole and absolute discretion, that during the term of this Agreement, Member or its members engaged in detrimental conduct, CAHA may seek an appropriate remedy. For purpose of this Agreement, "Detrimental Conduct" may be classified as: A) violation of this Agreement; (B) violation of the Bylaws, Policies and Procedures, Rules and Regulations, Playing Rules, and/or other decisions of the CAHA Executive Committee or Board of Directors; (C) Conduct that significantly damages CAHA or other Members of CAHA; or (D) Conduct by Member or its members that damages the name, image, reputation, or prestige of CAHA or its Members. The CAHA Executive Committee reserves the right to review all claims of Conduct Detrimental.
- M. Player Safety:** For any Member Association or Member Independent Team (as defined in CAHA Bylaws), such Member shall adopt policies prohibiting sexual and physical abuse which meet certain

minimum criteria established by CAHA (subject to any contrary requirements contained in state or local law applicable to Member) and USA Hockey. Further, for any Member Association or Member Independent Team (as defined in CAHA Bylaws), the coaches, Board members, Directors, certain players, certain volunteers and Officials of such Member shall complete SafeSport training and background screening as required by CAHA and USA Hockey. The provisions of this section shall not apply to Leagues.

- N. **Agency in Good Standing:** Member organizations shall comply with and maintain a good standing status with all State and Federal agencies.

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- O. **Adoption:** If not otherwise adopted prior to the submission of an application for Membership, Member shall formally adopt the required provisions as set forth in Sections II and III of this Agreement within ninety (90) days of approval of an application for Membership, and such provisions shall be contained in Member's Bylaws, policies or other governing documents, as appropriate. It shall be an express condition of the continuation of the grant of Membership status contained herein for Member to adopt such provisions and to deliver written proof of such adoption to CAHA.

#### IV. RECOMMENDED PRINCIPLES TO INCLUDE IN GOVERNING DOCUMENTS:

- A. **Government:** The government and authority of a Member should be vested in a Board of Directors composed of at least three representatives. A majority of such Board should be composed of representatives selected through an annual democratic election process. The officers of Member should include at least a president, vice president and secretary/treasurer. The terms of directors and officers should be staggered.
- B. **Voting:** The governing documents of Member should clearly define membership criteria. Voting for the members of the Board of Directors should be pursuant to a democratic process wherein each member is entitled to one vote. In the absence of other criteria, each family that participates in the activities that are provided under the jurisdiction of the Member should be deemed to be a member and should be entitled to one vote.
- C. **Annual Meetings:** The Board of Directors or the officers of Member should report to its membership, or their duly authorized representatives, at least once each year at a meeting called for such purpose, with notice and agenda of such meeting being given to all members no less than fifteen (15) days in advance of the holding of the meeting, which meeting should be open to all members.
- D. **Financial Reports/Dues and Assessments:** Member should provide to its membership an annual financial report of operations. All dues and assessments by Member should be reasonable in relation to the programs it offers to its members.
- E. **Publication of Bylaws, Policies, and Procedures:** Member should distribute to its members, upon request, copies of its Bylaws, Policies, and Procedures and other governing documents, and all amendments thereto.
- F. **Member Organization:** Member should be organized as a non-profit corporation. All non-profit Members shall, during the term of this Agreement, be organized under Section 501(c)(3) of the Internal Revenue Code. CAHA further recognizes for-profit ice hockey organizations as members, conditioned on their full compliance with all other terms and conditions of the agreement.

#### V. Term

- A. The term of this Agreement shall commence on the date of approval of Membership and shall end on **August 31, 2025**, unless earlier terminated for breach as hereinafter provided. The term of this Agreement shall not be extended, since it is the express intent of CAHA for all Members and/or prospective Members to apply for Membership annually.

## VI. BREACH

If Member shall breach any of the terms and conditions of this Agreement, or any of the Bylaws, Policies and Procedures, Rules and Regulations, Playing Rules, and/or decisions of the Board of Directors of CAHA (which provisions are incorporated herein by this reference as though fully set forth herein), then CAHA shall have the right to impose sanctions, probations, penalty fees and/or fines pursuant to CAHA's Bylaws and Policies and Procedures and/or terminate (subject to a 30 day right to cure) this Agreement and the status herein granted to Member. If CAHA shall breach any of the terms and conditions of this Agreement, then Member shall have the right

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to terminate (subject to a 30 day right to cure) this Agreement and the status herein granted. CAHA shall maintain the right to determine appropriate punishment for breach as supported by this Agreement, Bylaws, Policies and Procedures, and USA Hockey.

## VII. MISCELLANEOUS:

For the purposes of consistent administration of this Agreement, the following shall govern and control the relationship between CAHA and Member:

- A. Notice:** Each party hereby designates (and agrees to notify the other party hereto promptly in the event of a change in such designation) the following official representative to whom notice should be given of any and all matters involving CAHA and Member as provided for in this Agreement:
- i. Colorado Amateur Hockey Association, 14177 Roaring Fork Circle, Broomfield, CO 80023
  - ii. Member, ACES Hockey Colorado, 8040 Southpark Lane, Littleton, CO 80120
- B. Voting Rights:** The President of the Member Association or Independent Team shall hold the voting right for all matters before the CAHA Board of Directors. If the President will be absent from a meeting of the CAHA Board of Directors, the President has the right to appoint a board member from their Member Association or Independent Team to attend the meeting and vote in their stead. The President who will be absent must provide notice to the CAHA President and Secretary with reason(s) for their absence and name of the person with their proxy vote at least forty-eight (48) hours in advance of the meeting.
- C. Amendment:** This Agreement is not subject to any addition, alteration, modification, or amendment, unless and upon condition that said addition, alteration, modification, or amendment is in writing, and signed by both parties hereto.
- D. Severability:** If any article, section, or clause of this Agreement shall be declared illegal or void by a court of competent jurisdiction, then the article, section or clause so declared shall be deleted from this Agreement to the extent that it violates the law or has been declared void. The remaining articles, sections and clauses shall remain in full force and effect throughout the entire term hereof.
- E. Governing Law:** This Agreement shall be construed, administered, enforced, and interpreted pursuant to the laws of the State of Colorado.


In witness whereof, the parties hereto have caused this Agreement to be executed by their respective representatives and attested to by their respective representatives.



**CAHA**

**MEMBER**

By: \_\_\_\_\_  
(Signature of CAHA President or Officer)

By:   
(Signature of President of League, Association or Ind. Team)

Email: \_\_\_\_\_  
(Email of CAHA Officer)

Email: [bwilflev@acesssportsacademy.com](mailto:bwilflev@acesssportsacademy.com)  
(President of League, Association or Independent Team)

\_\_\_\_\_  
(Printed Name)

Brooke Wilfley  
(Printed Name)

Date: \_\_\_\_\_

Date: July 22, 2024

Adopted 6/23/2011; Updated 7/202024