

# Alexandria Curling Club Etiquette and Liability waiver(s)

## Table of Contents

<b>Liability Waiver Over Age of Majority</b> .....	2
<b>Notice of Photographic and Media Recording</b> .....	6
<b>Privacy Policy</b> .....	7
<b>U-18</b> .....	9
Assumption of Risk for Minors Under 18.....	9
Concussion Code of Conduct for Athletes and Parents/Guardians .....	13
Receipt of Review of Concussion Awareness Resource .....	15
<b>Curling Etiquette</b> .....	16
<b>General By-Laws</b> .....	17





# Liability Waiver Over Age of Majority

CURLING CANADA RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT {To be executed by Participants over the Age of Majority)

WARNING! Please read carefully. By signing this document, you will waive certain legal rights including the right to sue.

This is a binding legal agreement. Clarify any questions or concerns before signing. As a participant in the sport of curling and the activities, programs, classes, services provided and events sponsored or organized by: Curling Canada: and CurlON and the Alexandria Curling Club, including but not limited to: games, tournaments, practices, training, personal training, dry land training, use of strength training and fitness conditioning equipment, machines and facilities, nutritional and dietary programs, orientation or instructional sessions or lessons, aerobic and anaerobic conditioning programs (collectively the "Activities"), the undersigned acknowledges and agrees to the terms outlined in this agreement.

## Disclaimer

1. Curling Canada; and CurlON and the Alexandria Curling Club and their respective Directors, Officers, committee members, members, employees, coaches, volunteers, officials, participants, agents, sponsors, club contractors, owners/operators of the facilities in which the Activities take place, and representatives (collectively the "Organization") are not responsible for any injury, personal injury, damage, property damage, expense, loss of income or loss of any kind suffered by a Participant during, or as a result of, the Activities, caused in any manner whatsoever including, but not limited to, the negligence of the Organization.

## Description and Acknowledgement of Risks

2. I understand and acknowledge that:
  - a. The Activities have foreseeable and unforeseeable inherent risks, hazards and dangers that no amount of care, caution or expertise can eliminate, including without limitation, the potential for serious bodily injury, permanent disability, paralysis and loss of life. The sport of curling is played on a sheet of ice, which is slippery, hard, and dangerous;
  - b. A pertinent risk to participating in the sport of curling is the risk of suffering serious head injury should I fall, trip, or stumble onto the ground or ice. It is highly recommended that I wear a helmet at all times when participating in the sport of curling;
  - c. The Organization has a difficult task to ensure safety and it is not infallible. The Organization may be unaware of my fitness or abilities, may misjudge weather or



environmental conditions, may give incomplete warnings or instructions, and the equipment being used might malfunction; and COVID 19;

- d. The Organization cannot guarantee that I will not become infected with COVID-19. Further, participating in the Activities could increase my risk of contracting COVID-19.

I have read and agree to be bound by paragraphs 1 to 2

3. I am participating voluntarily in the Activities. In consideration of my participation, I hereby acknowledge that I am aware of the risks, dangers and hazards associated with or related to the Activities. The risks, dangers and hazards include, but are not limited to:
  - a. Health: executing strenuous and demanding physical techniques, physical exertion, overexertion, stretching, dehydration, fatigue, cardiovascular workouts, rapid movements and stops, lack of fitness or conditioning, traumatic injury, bacterial infections, rashes, and the transmission of communicable diseases, including viruses of all kinds, COVID-19, bacteria, parasites or other organisms or any mutation thereof;
  - b. Premises: defective, dangerous or unsafe condition of the facilities; falls; collisions with objects, walls, equipment or persons; dangerous, unsafe, or irregular conditions on floors, ice, or other surfaces, extreme weather conditions; travel to and from premises;
  - c. Use of Equipment: mechanical failure of the equipment; negligent design or manufacture of the equipment; the provision of or the failure by the Organization to provide any warnings, directions, instructions or guidance as to the use of the equipment; failure to use or operate the equipment within my own ability;
  - d. Contact: contact with brooms, brushes or curling stones, other equipment, vehicles, or other persons, and may lead to serious bodily injury, including but not limited to concussions and/or other brain injury, or serious spinal injury;
  - e. Advice: negligent advice regarding the Activities;
  - f. Ability: Failing to act safely or within my own ability or within designated areas;
  - g. Sport: the game of curling and its inherent risks, including but not limited to, running, sliding or slipping on the ice surface, delivering the curling stone, skipping or sweeping, stepping onto the ice surface from the walkway or onto the walkway from the ice surface, or stepping over dividers that divide one sheet of ice from the next;
  - h. Cyber: privacy breaches, hacking, technology malfunction or damage;
  - i. Conduct: My conduct and conduct of other persons including any physical altercation between participants;
  - j. Travel: Travel to and from the Activities;
  - k. Negligence: My negligence and negligence of other persons, including NEGLIGENCE ON the PART OF THE ORGANIZATION, may increase the risk of damage, loss, personal injury or death. I understand that the Organization may fail to safeguard or protect me from the risks, dangers and hazards of curling programs, some of which are referred to above.

## Terms

4. In consideration of the Organization allowing me to participate in the Activities, I agree:



- a. That when I practice or train in my own space, I am responsible for my surroundings and the location and equipment that I select;
- b. That my mental and physical condition is appropriate to participate in the Activities and I assume all risks related to my mental and physical condition;
- c. To comply with the rules and regulations for participation in the Activities;
- d. To comply with the rules of the facility or equipment;
- e. That if I observe an unusual significant hazard or risk, I will remove myself from participation and bring my observations to a representative of the Organization immediately;
- f. The risks associated with the Activities are increased when I am impaired and I will not to participate if impaired in any way;
- g. That it is my sole responsibility to assess whether any Activities are too difficult for me. By commencing an Activity, I acknowledge and accept the suitability and conditions of the Activity;
- h. That I am responsible for my choice of safety or protective equipment and the secure fitting of that equipment.
- i. Covid-19: that COVID-19 is contagious in nature and I may be exposed to, or infected by, COVID 19 and such exposure may result in personal injury, illness, permanent disability, or death.

I have read and agree to be bound by paragraphs 3 to 4

### **Release of Liability and Disclaimer**

5. In consideration of the Organization allowing me to participate, I agree:
  - a. That the sole responsibility for my safety remains with me;
  - b. To ASSUME all risks arising out of, associated with or related to my participation;
  - c. That I am not relying on any oral or written statements made by the Organization or its agents, whether in a brochure or advertisement or in individual conversations, to agree to participate in the Activities;
  - d. To WAIVE any and all claims that I may have now or in the future against the Organization;
  - e. To freely ACCEPT AND FULLY ASSUME all such risks and possibility of personal injury, death, property damage, expense and related loss, including loss of income, resulting from my participation in the Activities;
  - f. To FOREVER RELEASE and INDEMNIFY the Organization from any and all liability for any and all claims, demands, actions, damages (including direct, indirect, special and/or consequential), losses, actions, judgments, and costs (including legal fees) (collectively, the "Claims") which I have or may have in the future, that might arise out of, result from, or relate to my participation in the Activities, even though such Claims may have been caused by any manner whatsoever, including but not limited to, the negligence, gross negligence, negligent rescue, omissions, carelessness, breach of contract and/or breach of any statutory duty of care of the Organization;
  - g. To FOREVER RELEASE AND INDEMNIFY the Organization from any action related to my becoming exposed to or infected by COVID-19 as a result of, or



from, any action, omission or negligence of myself or others, including but not limited to the Organization;

- h. That the Organization is not responsible or liable for any damage to my vehicle, property, or equipment that may occur as a result of the Activities;
- i. That negligence includes failure on the part of the Organization to take reasonable steps to safeguard or protect me from the risks, dangers and hazards associated with the Activities; and
- j. This release, waiver and indemnity is intended to be as broad and inclusive as is permitted by law of the province of Ontario and if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.

**Jurisdiction**

- 6. I agree that in the event that I file a lawsuit against the Organization, I will do so solely in the province of Ontario and further agree that the substantive law of the province of Ontario will apply without regard to conflict of law rules.

**Acknowledgement**

- 7. I acknowledge that I have read and understood this agreement, that I have executed this agreement voluntarily, and that this agreement is to be binding upon myself, my heirs, spouse, children, parents, guardians, next of kin, executors, administrators and legal or personal representatives. I further acknowledge by signing this agreement I have waived my right to maintain a lawsuit against the Organization on the basis of any claims from which I have released herein.

I have read and agree to be bound by paragraphs 5 to 7

**Name of Participant :** \_\_\_\_\_

**Signature of participant:** \_\_\_\_\_

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

**CONSENT FOR USE OF PERSONAL INFORMATION**

The Participant (and the Participant's parent/guardian, if applicable) authorizes the Organization to collect and use personal information about the Participant for the purposes described in the Organizations' policies for privacy.

I agree



# Notice of Photographic and Media Recording

When entering the Alexandria Curling Club property you enter an area where photography, audio, video recording and name collection may occur. By entering the event premises, you consent to such recording media and its release, publication, exhibition, or reproduction to be used for news, web casts, promotional purposes, telecasts, advertising, inclusion on websites and any other use.

Whether now known or hereafter devised, you further waive all rights you may have to any claims in connection with any exhibition streaming, web casting, televising, or other publication of these materials, regardless of the purpose or sponsoring of such exhibiting broadcasting, web casting, or other publication and you release the Alexandria Curling Club, its successors, assigns, and licensees from any liability whatsoever of any nature.

I agree to photo/video recording and publicizing

**Name of Participant :** \_\_\_\_\_

**Signature of participant:** \_\_\_\_\_

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



# Privacy Policy

We recognize the importance of protecting the privacy of personal information collected about you when you become a member of the Alexandria Curling Club ("ACC"). Personal information includes your address, telephone numbers, and email addresses. We do not sell or rent your personal information to third parties. Only under limited circumstances, we may release your personal information, but only as described in this policy. We have adopted a privacy policy that guides how we collect, use, and disclose personal information about our members and prospective members. Our intent is to balance our legitimate business interests in collecting and using this personal information against your reasonable expectations of privacy. Our privacy policy is set out below.

## 1. Collection of Personal Information

We only collect personal information about you that we consider necessary for operating the business of the club. If you send us personal correspondence, such as e-mails or letters, we may retain such information.

## 2. Use of Your Personal Information

We use personal information about you to:

- inform you about products, services, updates and events;
- inform you about the expiry and renewal of your Membership;
- enable us to contact you;
- establish and maintain communication with you;
- assist us in complying with legal and regulatory requirements; invoice you for goods and services; and
- collect unpaid accounts.

We may use personal information about you to improve our marketing and promotional efforts, analyze memberships, improve our content and product offerings, and customize our website's content, layout, and services. These uses are to enable us to improve the business and better tailor the business to meet your needs.

## 3. Disclosure of Personal Information

As a matter of policy, we do not sell or rent any of your personal information to third parties without your explicit consent. However, there are a variety of circumstances where we may need to disclose some of your personal information, such as the following:

- we may be forced to disclose personal information to the government or third parties under certain circumstances, or
- third parties may unlawfully intercept or access transmissions or private communications.

## 4. Control of Passwords

You are responsible for all actions taken with any user ID or password used to access the Website. Therefore, we recommend that you not disclose your password to any third parties. If you choose to share your user ID, your password, or your personal information with a third party, you are responsible for all actions resulting therefrom. If you lose control of your password, you may lose



substantial control over certain personal information. Therefore, if your password has been compromised for any reason, you should immediately contact the ACC to change your password.

#### **5. Access, Review, Change, and Destruction of Your Personal Information**

You may access, review, and change the personal information we have in our files by submitting a written request to do so. We ask that you promptly update your information if it changes or is inaccurate.

Upon your written request, we will destroy any and all personal information in the file we maintain about you. Such information will be destroyed as soon as reasonably possible in accordance with our internal policies and applicable law. However, we will retain in our files some personal information in order to collect any fees owed and comply with any legal requirements as permitted by law. Therefore, you should not expect that all of your personal information will be completely destroyed from our files in response to your request.

#### **6. Other Information Collectors**

Except as noted in this Privacy Policy, this document only addresses the use and disclosure of information we collect from you. To the extent that you disclose your information to other parties, different rules may apply to their use or disclosure of the personal information you disclose to them. Since we do not control the privacy policies of third parties, you are subject to the privacy policies of that third party.

#### **7. Protecting your Privacy**

We will use reasonable procedural and technical safeguards to protect your personal information against loss, theft, and unauthorized access or disclosure, to protect your privacy. We employ many different security techniques to protect such data from unauthorized access by users inside and outside the ACC. However, we cannot ensure perfect security, particularly in relation to the Website.

#### **8. Amendments to This Policy**

We may amend this Privacy Policy at any time by mailing any amended terms to you, by posting the amended terms on the Website or at the ACC. All amended terms shall automatically be effective ten days (10) days after mailing or after their initial posting.

#### **9. Applications and Acceptance**

By applying for a Membership, you expressly consent to our use and disclosure of your personal information in accordance with this Privacy Policy. You also implicitly agree to the policy by providing any personal information (primarily your email address) on our Website.

#### **10. Privacy Information Officer, Questions or Concerns**

If you have any questions or concerns about our privacy practices, please contact the President of the ACC.





# U-18

## Assumption of Risk for Minors Under 18

CURLING CANADA INFORMED CONSENT AND ASSUMPTION OF RISK AGREEMENT (To be executed by parents/guardians of Participants under the Age of Majority) WARNING! Please read carefully. By signing this document, you will assume certain risks and responsibilities

1. This is a binding legal agreement. Clarify any questions or concerns before signing. As a Participant in the sport of curling and the activities, programs, classes, services provided and events sponsored or organized by Curling Canada, CurlON and the Alexandria Curling Club, (collectively the "Organization"), including but not limited to: games, tournaments, practices, training, personal training, dry land training, use of strength training and fitness conditioning equipment, machines and facilities, nutritional and dietary programs, orientation or instructional sessions or lessons, aerobic and anaerobic conditioning programs (collectively the "Activities"), the undersigned being the Participant and Participant's Parent/Guardian (collectively the "Parties") acknowledges and agrees to the terms outlined in this agreement.
2. I am the Parent/Guardian of the Participant and have full legal responsibility for the decisions of the Participant.

### Description and Acknowledgement of Risks

3. The Parties understand and acknowledge that:
  - a. The Activities have foreseeable and unforeseeable inherent risks, hazards and dangers that no amount of care, caution or expertise can eliminate, including without limitation, the potential for serious bodily injury, permanent disability, paralysis and loss of life. The sport of curling is played on a sheet of ice, which is slippery, hard, and dangerous;
  - b. A pertinent risk to participating in the sport of curling is the risk of suffering serious head injury should the Participant fall, trip, or stumble onto the ground or ice. It is highly recommended that the Participant wear a helmet at all times when participating in the sport of curling;
  - c. The Organization has a difficult task to ensure safety and it is not infallible. The Organization may be unaware of the Participant's fitness or abilities, may misjudge weather or environmental conditions, may give incomplete warnings or instructions, and the equipment being used might malfunction; and Covid-19;
  - d. The Organization has put in place preventative measures to reduce the spread of COVID-19; however, the Organization cannot guarantee that the



Participant will not become infected with COVID-19. Further, participating in the

Activities could increase the Participant's risk of contracting COVID-19.

4. The Participant is participating voluntarily in the Activities. In consideration of that participation, the Parties hereby acknowledge that they are aware of the risks, dangers and hazards and may be exposed to such risks, dangers and hazards. The risks, dangers and hazards include, but are not limited to:
  - a. Health: executing strenuous and demanding physical techniques, physical exertion, overexertion, stretching, dehydration, fatigue, cardiovascular workouts, rapid movements and stops, lack of fitness or conditioning, traumatic injury, bacterial infections, rashes, and the transmission of communicable diseases, including viruses of all kinds, COVID-19, bacteria, parasites or other organisms or any mutation thereof.
  - b. Premises: defective, dangerous or unsafe condition of the facilities; falls; collisions with objects, walls, equipment or persons; dangerous, unsafe, or irregular conditions on floors, ice, or other surfaces, extreme weather conditions; travel to and from premises
  - c. Use of Equipment: mechanical failure of the equipment; negligent design or manufacture of the equipment; the provision of or the failure by the Organization to provide any warnings, directions, instructions or guidance as to the use of the equipment; fail!!!:e to use or operate the equipment within my own ability
  - d. Contact: contact with brooms, brushes or curling stones, other equipment, vehicles, or other persons, and may lead to serious bodily injury, including but not limited to concussions and/or other brain injury, or serious spinal injury.
  - e. Advice: negligent advice regarding the Activities. Ability: Failing to act safely or within my own ability or within designated areas.
  - f. Sport: the game of curling and its inherent risks, including but not limited to, running, sliding or slipping on the ice surface, delivering the curling stone, skipping or sweeping, stepping onto the ice surface from the walkway or onto the walkway from the ice surface, or stepping over dividers that divide one sheet of ice from the next.
  - g. Cyber: privacy breaches, hacking, technology malfunction or damage.
  - h. Conduct: My conduct and conduct of other persons including any physical altercation between participants
  - i. Travel: Travel to and from the Activities



## Terms

5. In consideration of the Organization allowing the Participant to participate in the Activities, the Parties agree:
  - a. That when the Participant practices or trains in their own space, the Parties are responsible for the Participant's surroundings and the location and equipment that is selected for the Participant;
  - b. That the Participant's mental and physical condition is appropriate to participate in the Activities and the Parties assume all risks related to the Participant's mental and physical condition;
  - c. To comply with the rules and regulations for participation in the Activities;
  - d. To comply with the rules of the facility or equipment;
  - e. That if the Participant observes an unusual significant hazard or risk, the Participant will remove themselves from participation and bring their observations to a representative of the Organization immediately;
  - f. The risks associated with the Activities are increased when the Participant is impaired, and the Participant will not participate if impaired in any way;
  - g. That it is their sole responsibility to assess whether any Activities are too difficult for the Participant. By the Participant commencing an Activity, they acknowledge and accept the suitability and conditions of the Activity;
  - h. That COVID-19 is contagious in nature and the Participant may be exposed to, or infected by, COVID-19 and such exposure may result in personal injury, illness, permanent disability, or death; and
  - i. That they are responsible for the choice of the Participant's safety or protective equipment and the secure fitting of that equipment.
6. In consideration of the Organization allowing the Participant to participate, the Parties agree:
  - a. That the Parties are not relying on any oral or written statements made by the Organization or their agents, whether in brochure or advertisement or in individual conversations, to agree to participate in the Activities;
  - b. That the Organization is not responsible or liable for any damage to the Participant's vehicle, property, or equipment that may occur as a result of the Activities; and
  - c. That this Agreement is intended to be as broad and inclusive as is permitted by law of the Province of Ontario and if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.

## Jurisdiction

7. The Parties agree that in the event that they file a lawsuit against the Organization, they agree to do so solely in the province of Ontario and they further agree that the substantive law of the province of Ontario will apply without regard to conflict of law rules.



Acknowledgement

8. The Parties acknowledge that they have read this agreement and understand it, that they have executed this agreement voluntarily, and that this Agreement is to be binding upon themselves, their heirs, their spouses, parents, guardians, next of kin, executors, administrators and legal or personal representatives.

Name of Participant: \_\_\_\_\_

Signature of Parent/Guardian: \_\_\_\_\_

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

CONSENT FOR USE OF PERSONAL INFORMATION The Participant (and the Participant's parent/guardian, if applicable) authorizes the Organization to collect and use personal information about the Participant for the purposes described in the Organizations' policies for privacy.

I agree to the Assumption of Risk for Minors Under 18 policy



## ***Concussion Code of Conduct for Athletes and Parents/Guardians***

(for athletes under 18 year of age)

This is a sample Concussion Code of Conduct for athletes and parents/guardians that can be used by any sport organization in Ontario or adapted to reflect your sport or sport organization. Items marked with an asterisk \* are mandatory by O.Reg. 161/19: General.

### **I will help prevent concussions by:**

1. Wearing the proper equipment for my sport and wearing it correctly.
2. Developing my skills and strength so that I can participate to the best of my ability.
3. Respecting the rules of my sport or activity.
4. My commitment to fair play and respect for all\* (respecting other athletes, coaches, team trainers and officials).

### **I will care for my health and safety by taking concussions seriously, and I understand that:**

1. A concussion is a brain injury that can have both short- and long-term effects.
2. A blow to my head, face or neck, or a blow to the body that causes the brain to move around inside the skull may cause a concussion.
3. I don't need to lose consciousness to have had a concussion.
4. I have a commitment to concussion recognition and reporting, including self-reporting of possible concussion and reporting to a designated person when and individual suspects that another individual may have sustained a concussion.\* (Meaning: If I think I might have a concussion I should stop participating in further training, practice or competition **immediately**, or tell an adult if I think another athlete has a concussion).
5. Continuing to participate in further training, practice or competition with a possible concussion increases my risk of more severe, longer lasting symptoms, and increases my risk of other injuries.

### **I will not hide concussion symptoms. I will speak up for myself and others.**



1. I will not hide my symptoms. I will tell a coach, official, team trainer, parent or another adult I trust if I experience **any** symptoms of concussion.
2. If someone else tells me about concussion symptoms, or I see signs they might have a concussion, I will tell a coach, official, team trainer, parent or another adult I trust so they can help.
3. I understand that if I have a suspected concussion, I will be removed from sport and that I will not be able to return to training, practice or competition until I undergo a medical assessment by a medical doctor or nurse practitioner and have been medically cleared to return to training, practice or competition.
4. I have a commitment to sharing any pertinent information regarding incidents of removal from sport with the athlete's school and any other sport organization with which the athlete has registered\* (Meaning: If I am diagnosed with a concussion, I understand that letting all of my other coaches and teachers know about my injury will help them support me while I recover.)

**I will take the time I need to recover, because it is important for my health.**

1. I understand my commitment to supporting the return-to-sport process\* (I will have to follow my sport organization's Return-to-Sport Protocol).
1. 2, I understand I will have to be medically cleared by a medical doctor or nurse practitioner before returning to training, practice or competition.
2. I will respect my coaches, team trainers, parents, health-care professionals, and medical doctors and nurse practitioners, regarding my health and safety.

**By signing here, I acknowledge that I have fully reviewed and commit to this Concussion Code of Conduct.**

**Name of Participant :** \_\_\_\_\_

**Signature of Parent/Guardian:** \_\_\_\_\_

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



# Receipt of Review of Concussion Awareness Resource

Disclaimer: Your completion of this form will not constitute confirmation that you have reviewed the concussion awareness resources for the purpose of *Rowan's Law (Concussion Safety), 2018*. If you want to use this form to show that you have reviewed the concussion awareness resources, you must provide the completed form to your sport organization(s). This form will not be saved by the Government of Ontario and the Government of Ontario assumes no responsibility for confirming that you have reviewed the concussion awareness resource

Thank you for completing your review of the Concussion Awareness Resource.

- Under *Rowan's Law*, your sport organization will ask you to confirm that you reviewed one of the Concussion Awareness Resources in this website ([Ontario.ca/concussions](http://Ontario.ca/concussions)) before you can register/participate in a sport.
- You must review one of the resources once a year, and then confirm that you have completed the review every time you register with a sport organization. If you want to use this form to show that you have reviewed the concussion awareness resource, you can provide the completed form to your sport organization(s).
- If you would like to have a record of your review of the concussion awareness resource, you can complete this form and keep it as a receipt to remind you of the date on which you reviewed it.
- Once you complete this form, you can save it (to your personal device/computer) or print this page to share with your sport organization and/or to serve as a reminder of when to review the Concussion Awareness Resources again next year.

## Receipt of Review

I, \_\_\_\_\_ (name) confirm that I have reviewed a Concussion Awareness Resource.

\_\_\_\_\_  
(signed by parent/guardian)

I have reviewed the Concussion Awareness Policy



# Curling Etiquette

- The game begins and ends with a handshake and greeting.
- The leads decide who has the hammer by flipping a coin.
- It is a courtesy for non-throwing players to remain outside the hog line while the throwing player delivers.
- Throwers should be ready to deliver when the opposing stone comes to rest. When the opposition releases their stone, the next thrower should be preparing and entering the hack.
- It is a courtesy for non-throwing players not to congregate behind the opposing player who is holding the broom.
- When the end is complete all non-vice players should remain outside the house until the scoring is decided.
- It is better to purchase one's own brush rather than use club-supplied brushes.
- Sweepers returning to the opposite end should walk single file at the side of the sheet rather than 2 by 2 so as not to block the view of the throwing player.
- It is polite to stop moving while a player is throwing.
- Delay walking by a sheet until the throwing player has released his/her rock.
- Be a good sport. Congratulate players, both teammates and opponents, when they make a good shot.
- It is important to both call and furnish the opposing skip with plenty of notice if your team cannot make a game.
- A game can be played with 3 players. The club maintains a spare list to make it easier to find a fourth player if needed. Spare players can also be found by contacting teams who have a bye that draw.
- When the game is complete it is strongly encouraged to go to the lounge to socialize with members of the opposing team.





# **General By-Laws**

Of

## **The Alexandria Improvement and Athletic Association, Limited**

(Incorporated by Letters Patent dated January 18, 1923, and  
amended by a Supplementary Letters Patent recorded September 20, 1979).

And known as

## **The Alexandria Curling Club**

Previous Revised Editions

October 1975, April 1992 and September 2002

Latest Edition June 23, 2019



## **INTRODUCTION**

The Alexandria Improvement and Athletic Association, Limited was incorporated on January 18, 1923. There were 800 shares available to be issued at \$25.00 each for a total capitalization of \$20,000. As of January 1, 2019 there were 472 shares issued held by 431 individuals, some owning more than one share.

On August 20, 1979 there were supplementary letters patent filed, approved and signed by the Minister of Consumer and Commercial Relations for the Province of Ontario. This supplementary letters patent provided "that the Corporation would be carried on without the purpose of gain for its members and any profits or other accretions to the Corporation shall be used in promoting its objects; and that the directors shall serve as such without remuneration and no director shall directly or indirectly receive any profit from his position as such: provided that the director may be paid reasonable expenses incurred by them in the performance of their duties". As a result of the Corporation becoming a not-for-profit corporation, the shares became non-equity shares. That is to say, the shares have no equity value. If the Corporation ceases to exist, its properties and holdings are to be sold and the proceeds are to be given to charity.

On June 23, 2019 the Corporation has stopped selling shares and updated the bylaws to allow all regular members in good standing to act and hold office. Moving forward all regular club members will be eligible to vote, act and hold office as per the Club's By-Laws.

## **NAME**

There shall be formed and there is hereby established an association which shall be called and known, as the Alexandria Curling Club, hereinafter referred to as "the Club"

The Club shall be administered and run by a Board of Directors duly elected by the regular members of "The Alexandria Improvement and Athletic Association, Limited" corporation.

## **AIMS AND OBJECTIVES**

To promote the sport of curling for the people of the town of Alexandria, Ontario and district.

To lease or acquire by purchase or otherwise and to hold any real property or interest therein necessary for its present or future use and occupation or for carrying on its undertaking, and, when no longer necessary therefore, to sell, alienate or convey it.

To carry on the operation and activities of the Alexandria Curling Club, originally organized on February 19, 1923.



## **CLUB MEMBERSHIP**

The Club's "Regular Membership" shall consist of individuals in good standing 18 years or older and registered either as a Senior, Adult, Young Adult, Student, Social or Honorary class member. These members shall be known as "Regular Members" and entitled to receive notice, vote at all Member's meetings and hold office as per the Club's By-Laws.

The Industrial and Junior membership classes shall not be considered regular membership and will not be entitled to vote at meetings of the Members of the Corporation if invited to attend.

The Club's active membership list shall consist of registered members from December 1 to November 30 of the most recent year.

Clarification Note: With reference to Section 9 "Dues", it is noted that a new living list is created yearly as of December 1<sup>st</sup> of every year.

## **DEFINITION of MEMBER CLASSIFICATIONS:**

**Senior:** A member 60 years of age or older prior to Sept. 1st of the current year. Senior members shall enjoy all social and playing privileges of the Club

**Adult:** A member 25 years or older prior to Sept. 1<sup>st</sup> of the current year. Adult members shall enjoy all social and playing privileges of the Club.

**Young Adult:** A member who is 18 years of age but under 25 years of age prior to Sept. 1st. Young Adult members shall enjoy all social and playing privileges of the Club.

**Student:** A member who is 18 years or older as of Sept. 1<sup>st</sup> and a full time student (must carry a student card at time of registration). A student member shall enjoy all social and playing privileges of the Club.

**Junior:** A member who is under 18 years of age as of Sept. 1st of the current year. Junior members shall enjoy all social and playing privileges subject to the discretion of the Club's Match director in draws or Bonspiel director in spiels.

**Social:** A member who wishes to take part in any or all social activities in the club, excluding regular curling. Social members may be granted limited playing privileges subject to the discretion of the Club's draw or bonspiel convener.

**Honorary:** A member who has conferred upon them, for such reason as the Board of Directors of the Club decide, by vote, the status of Honorary Member. Honorary Members shall not be assessed for and shall not pay any dues and shall enjoy all privileges of a regular member.

**Industrial:** Industrial members may only curl in the "Industrial League" and in club bonspiels at the discretion of the Bonspiel Director.



## **THE BOARD OF DIRECTORS**

The Board of Directors shall be comprised of eleven (11) duly elected regular members of the Alexandria Improvement and Athletic Association, Limited. In order to be elected to the Board of Directors, an individual must be 18 years of age or older, be a regular member in good standing of the Alexandria Curling Club, and be registered as such at least 2 months prior to taking office.

All elected Directors are considered elected for a term of two (2) years. Any Director having completed a full term may seek reappointment at the next (AGM) for an additional two (2) year term.

At the first meeting of the newly Elected Directors they shall decide among themselves the respective eleven (11) positions each elected official shall hold.

The eleven elected directors will vote among themselves to select a president and vice president. The vice president shall hold one of the positions on the Board excluding the president's position.

The eleven positions are as following: President, Secretary, Treasurer, Ice Director, Match Director, Bonspiel Director, Bar Director, Membership Director, Kitchen Director, Communication Director and Property Director.

If for any reason all directorships are not filled and two or more director positions are fulfilled by one Director they shall still be limited to one vote at any meeting.

The immediate Past President shall be an ex-officio of the Board of Directors and shall have a vote at regular Board meetings.

The Board of Directors shall meet at intervals as required to manage the affairs of the Alexandria Curling Club.

The Club's fiscal year shall be defined as from May 1<sup>st</sup> to April 30<sup>th</sup>. The AGM shall be the transition date from the old board of directors to the new board.

### **The President**

The President shall preside at all meetings of the Club and such meetings shall be called on his or her instructions.

The President shall sign all legal documents on behalf of the Club and shall perform such other duties as are usually incident to the office of President of a Club, or are required of him or her by the members.

The President shall not be entitled to an ordinary vote and in the case of an equality of votes, shall cast the deciding vote.

If scrutineers are required, the President shall appoint them.

The President shall be ex-officio and a member of all committees.

The President shall have custody of all Medals and Trophies owned or won by the Club.



The President shall be responsible to report to the “Regular Membership” at the Annual General Meeting (AGM), the overall status of the club and its projected future position and goals.

### **The Secretary**

The Secretary shall fully and accurately record the proceedings of all meetings of the Club and shall file them as per the club’s procedures.

The Secretary shall give all notices and carry on the correspondence of the Club excluding the duties of the “Communication Director”.

The Secretary shall keep an accurate and up-to-date list of “Regular Membership” members as provided by the Membership Director and be the custodian of the corporate seal.

The Secretary shall be the custodian of all books, records and documents of the Club and shall perform such other duties as are usually performed by a Secretary.

### **The Treasurer**

The Treasurer shall sign all legal documents on behalf of the Club, and shall record and take into account all revenues or funds collected on behalf of the Club and render to the Board of Directors such financial or other report pertaining to their duties at each board meeting.

The Treasurer shall keep full and accurate accounts of all receipts and disbursements of the Club in proper books of account. The Treasurer or their duly authorized designate shall deposit monies in the name of and to the credit of the Club in such bank as may from time to time be designated by the Board of Directors and shall disburse the funds of the Club only on accounts properly certified and passed for payment by resolution duly passed by the Board of Directors, taking proper vouchers for all disbursements.

The Treasurer shall submit all records and accounts to the auditors of the club whenever required and shall furnish and present to the Annual General Meeting a detailed financial statement, certified by the Club auditors which the Treasurer shall post on the Notice Board of the Club.

The Treasurer shall be responsible to report the status of the club’s financials to the membership at the Annual General Meeting.

All cheques shall be signed by two of three Directors. The President, Treasurer or one other Director who has been appointed by the Board of Directors.

### **Vice-President**

The Vice-President shall chair at all meetings of the Club if the President is absent. The Vice-President shall also be one of three (3) Directors who has signing privileges of all legal documents on behalf of the Club.



## **Director's Duties and Responsibilities**

Detailed Duties and Responsibilities for every director's position shall be reviewed on a yearly basis to ensure all operating details are managed. This includes all duties assigned to President, Secretary and Treasurer.

## **The BOARD of DIRECTORS PROCEDURE**

The Board of Directors may meet and adjourn as it thinks proper, and any questions arising at any meeting shall be determined by a majority of the votes of the Directors present, and in case of an equality of votes, the President shall cast the deciding vote. The President as ex-officio member of all committees shall be advised of all impending meetings.

## **MANAGEMENT**

The affairs of the Club shall be managed by the Board of Directors who may exercise all such powers as authorized by these By-laws, subject nevertheless to any regulations prescribed by the Club at an AGM or Special meeting.

No regulation of the Club in an AGM or Special meeting shall invalidate any prior act of the Board of Directors which would have been valid if such regulation had not been made, and the continuing Board of Directors may act notwithstanding any vacancy in their body.

## **DIRECTOR VACANCY**

Any vacancy of a Director created by death, resignation or removal by just cause shall be filled by appointment by a resolution duly passed at the following or specially convened meeting of the Board of Directors.

## **DUES**

Renewal of annual membership dues shall be payable not later than the 1st day of December of the current curling season, following which a late payment fee may be assessed. Dues and late payment fees shall be of such an amount, as the Board of Directors shall from time to time fix.

## **RESIGNATION FROM MEMBERSHIP**

A member may resign from membership only by written notice of resignation to the Membership Director. The Membership Director, must receive such notice of resignation prior to Dec. 1st in order for dues to be refunded in full. If this written notice is received on or after Dec. 1st the assessment of dues may be waived or refunded in whole or in part based upon approval of the Board of Directors.



## **SUSPENSION from MEMBERSHIP for NON PAYMENT of DUES**

The Membership Director shall post on the notice board in the Club rooms on the 16th day of December in each year a list containing the names of all members in good standing who have fully paid their dues to such date. A playing member, who has not paid their dues, will be advised by the Membership Director that they have been assessed a penalty for late payment of dues, and that they are liable for suspension, upon a resolution duly passed by the Board of Directors for non- payment of dues by January 15th. No member whose membership has been duly suspended shall enjoy any Club privileges.

Members who have not paid their dues in full by the 16th day of December shall not be eligible to play in the any succeeding draws until their dues have been paid. The Membership Director will notify the Match Director and the Draw Conveners of delinquent members.

## **MISCONDUCT**

If any member is guilty of conduct, which in the opinion of the Board of Directors or any five (5) regular members who shall certify the same in writing, is detrimental to the character or interest of the Club, the Board of Directors shall call upon such member to explain their conduct, and if they neglect so to explain, or having appeared, fails to give a satisfactory explanation, the Board of Directors may upon resolution duly passed, suspend such member from the Club for a period of time, or may request said member to resign.

## **MEETINGS**

The Annual General Meeting, shall be held within 45 days from the fiscal year end and to take place in the Clubroom or any other place as the Board of Directors shall decide.

At any time the Board of Directors may call for a "Special General Meeting" or upon a written request of any five (5) regular members a "Special General Meeting" shall be called by the President or Board of Directors.

Board of Directors Meetings will normally be called by the President, however; a Board of Directors Meeting may be convened at the request of a majority six (6) of the Directors.

## **NOTICE of MEETING**

A notice of the AGM or any Special General Meeting shall be sent to all regular members by one of the following methods: telephone, delivered personally, email or any other electronic means. The latest members' coordinates on file as shown in the records of the Corporation known to the secretary shall be used for delivery.

In the case of an Annual General Meeting (AGM) or Special General Meeting, such notice shall be conveyed at least ten days before such meetings and the notice shall specify the purpose of the meeting and the business to be discussed there at. No business other



than that set out in such notice shall be discussed at any AGM or Special General Meeting.

### **QUORUM**

A majority of the Board of Directors six (6) shall constitute a quorum at a Board of Directors meeting. The presence of twelve (12) regular members excluding Board Directors at any AGM or Special General meeting shall constitute a quorum.

### **VOTING**

Each regular member registered in good standing at least 2 months preceding any meeting and present at any general meeting, shall be entitled to one vote. Proxies will be limited to two (2) per voting regular member. Minimum voting age is 18 years of age.

Voting on the election of directors shall be by ballot. The Chairperson shall appoint scrutineers on any ballot. Only regular members listed in the Club's active membership list (refer to section # 3) are eligible to cast votes on newly elected directors, amendments or reports.

### **AMENDMENTS TO THE CONSTITUTION AND GENERAL BY-LAWS**

The General By-laws of the Club may be amended in the following manner:

A notice of motion to amend the General By-laws shall accompany the notice calling an Annual General Meeting or Special Meeting of the club and

The amendment receives a two-thirds majority vote of the regular members present at said meeting.

### **ORDER OF BUSINESS (Membership meetings)**

Call to Order

Review and approval of previous minutes.

Business arising from the Minutes.

Treasurer's Report

Directors Reports

Committee Reports

Reading of Correspondence

Election of Directors (if required)


New Business (refer to section # 14 – 2<sup>nd</sup> paragraph)

Adjournment and Date of next meeting

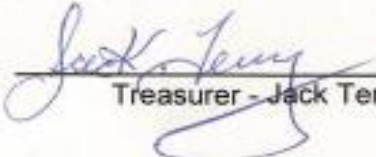




We the directors of The Alexandria Improvement and Athletic Association Limited, approve these amendments to the general by-laws and recommend their adoption by the Shareholders.

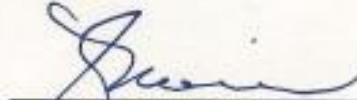
  
\_\_\_\_\_  
President - Duncan Ferguson


  
\_\_\_\_\_  
Secretary - Brenda Robinson

  
\_\_\_\_\_  
Treasurer - Jack Terry

  
\_\_\_\_\_  
Bar Director - Christina Spaeti

  
\_\_\_\_\_  
Membership Director - Lillian McLean

  
\_\_\_\_\_  
Ice Director - Bob Morrison

  
\_\_\_\_\_  
Match Director - Denis Barsalo

  
\_\_\_\_\_  
Property Director - Frank Wetering

  
\_\_\_\_\_  
Bonspiel Director - Paul Jaspers

Date Approved: June 23, 2019