

ELBOW VALLEY CYCLE CLUB

Policies and Procedures 2018



EVCC POLICIES AND PROCEDURES

The purpose of the Policy and Procedure manual is to collate club policies, procedures and objectives in order to guide the present and future directors of the Club in their decision making. This ties our past experience to our future and provides continuity and consistency to the Club administration.

The Secretary shall maintain the Policy and Procedure manual of the Club and provide a summary of additions for the preceding year together with a copy of an updated P&P Manual to the incoming Executive committee. The Secretary shall make the manual available for inspection at any Club meeting by any Club member, provided that such request is made with reasonable notice prior to the meeting.

Additions, deletions and amendments to the Policies and Procedures shall be presented as a motion at an Executive committee meeting and passed by a majority vote. Such changes shall be incorporated into the Policy and Procedure manual and noted in the log on the last page.

The Policies and Procedures of the Elbow Valley Cycle Club (EVCC) are established by the Executive committee. Should a conflict occur between the Policies and Procedures and the Bylaws of the Club as filed with the Corporate Registrar under the Societies Act of Alberta, the Bylaws shall take precedence.

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Article 1. Overview

Vision

We are the “go to” club for recreational cyclists in Calgary.

Mission

The Elbow Valley Cycle Club will fulfill the bicycling related recreational, social and educational needs of Calgary cyclists.

We will accomplish this through engaging our members and volunteers, creating a positive image with the Calgary cycling community, and providing good governance.

Article 2. Goals

The major goals of the EVCC are:

- 1) To provide a means of communication and contact between cyclists through regular member meetings, web page and such other methods and activities as the Executive deems appropriate.
- 2) To provide input and support to other cycling organizations which share similar goals and objectives, including the Alberta Bicycle Association and Canadian Cycling Association.
- 3) To organize cycling events for the enjoyment of its members.
- 4) To participate in community projects which promote and develop cycling activities, skills, resources and facilities.
- 5) To protect and safeguard cyclists' rights to the road through involvement in issues which directly or indirectly affect those rights.
- 6) To provide leadership for the cycling community, particularly in the areas of safe, effective and courteous cycling.

Article 3. Registered Office

The registered office of the EVCC is at 1111 Memorial Drive N.W., Calgary, Alberta T2N 3E4.

Article 4. Member and Membership Privileges

Members shall enjoy the following privileges during the membership year:

- 1) One membership card per member.
- 2) The right to participate in Club events and rides provided the member meet such reasonable terms and conditions as may apply to the particular event or ride (ie fees to cover the event costs, suitable equipment, appropriate skills etc.).
- 3) The right to participate in any other Club programs which are made available to members.

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- 4) On any club activity, anyone under the age of 18 must be accompanied by an adult.
- 5) Members who renew or initiate their membership in the months of November and December shall have their membership activated from the date of payment until the end of the following calendar year.

Article 5. Guests

- 1) Guests MUST sign an EVCC waiver form prior to participating in an event.
- 2) Guests are welcome at EVCC sponsored events and single day rides except Century (100 miles or 160 km) or longer rides.
- 3) Participation in Century or longer day rides or rides longer than one day requires a membership.
- 4) A guest may participate on two single day rides (other than a Century or longer) before joining the Club.
- 5) Any guest fees will be collected by the Ride Coordinator and forwarded to either the Treasurer or Program Director.

Article 6. Rides and Tours

- 1) A Club sanctioned event, tour or ride is one that:
 - has been approved by the Program Director or
 - has been approved by the Multi Day Ride Director and
 - is coordinated by a Club member
- 2) Classic Multi Day Rides are defined as, multiday tours that may be offered annually, such as the Golden Triangle.
- 3) Participants on Club rides must:
 - have road worthy equipment
 - Ride in a manner consistent with the local highway traffic laws
 - Ride in a manner which shows courtesy to other road or pathway users.
 - all members and guests of the Club shall be required to wear a CSA, ANSI, or ASTM approved bicycle helmet on all rides either sanctioned or sponsored by the Club
 - Maintain a safe distance between themselves and other riders and understand that riding in close proximity to other riders (eg paceline) requires superior riding skill. The participant must understand the risk and accept the personal responsibility as outlined in the club waiver.
 - Be aware of the risks associated with cycling, including road hazards, other vehicles, and ambient conditions, and ride in a manner that ensures the safety of themselves and other riders.
 - Be aware of the risks associated with Mountain Biking, including environmental hazards, wildlife, other trail users, and ride in a manner that ensures the safety of themselves and other riders.

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- Not ride on maintained MTB trails when conditions are such that riding will result in damage to the trails.
 - Understand that they are able to quit a ride at any time should they feel unsafe.
- 4) Ride Coordinators are expected to follow the guidelines set out by the Program Director.
 - 5) Ride Coordinators may specify such equipment requirements as they deem necessary for the safe conduct of the ride.
 - 6) Ride Coordinators have authority to cancel a ride at any time, due to safety concerns, health concerns, changing conditions, or personal reasons.
 - 7) Multi Day Ride Coordinators are expected to follow the guidelines set out by the Multi Day Ride Director.
 - 8) Multi Day Ride Coordinators may specify such equipment requirements as they deem necessary for the safe conduct of the ride.
 - 9) Multi Day Ride Coordinators are expected to follow the guidelines set out by the Multi Day Ride Director
 - 10) Reasonable expenses for Ride Coordinators of multi day trips will be divided among and paid for by the participants of the trip.
 - 11) Pets are not allowed on Club Rides.
 - 12) All EVCC event and ride participants must read and sign the Risk Acknowledgement and Indemnity Agreement – **See Appendix A**
 - 13) Refund policy for Events and Multi-Day Rides.
 - The EVCC, will attempt to ensure that neither members who coordinate rides (Ride Coordinators) nor members who sign up for rides are “out of pocket” when plans must change. If the club must cancel an event, all monies paid by members will be reimbursed.
 - A deposit is required if there are significant expenditures before the ride/event such as hotel deposits etc.
 - Members who must cancel their booking for exceptional reasons (illness, family emergency) may apply for a refund only if the member is unable to claim under his/her own insurance. Refunds will be issued on a case by case basis by the coordinator or treasurer in consultation with the President or designate.
 - If a member cancels for other reasons, there may be a portion of the fee which is non-refundable depending on the nature of the trip and commitments the coordinator must make on the club’s behalf. Each coordinator is requested to decide upon deposit and full payment dates and a refund policy which will apply. Much of the policy will depend on the ability of the coordinator to find alternate members or reduce costs. The portion of shared costs which cannot be reduced should form a part of the non-refundable deposit. *(Eg. A rental van for nine people costs the same as for ten). This policy needs to be posted before any deposit monies are*

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accepted. This “event specific” cancellation policy will override all other stated policies

Article 7. Offseason Club Activities

During the winter months or off season for cycling, the EVCC will continue to provide services and activities for the members, insofar as possible, without undermining the Club’s primary goal of recreational cycling.

- 1) Offseason is defined as between November 1st and March 30th, inclusive.
- 2) During these months the EVCC webpage calendar may be used to post recreational fitness activities that enhance summer cycling and allow members to keep in touch during the offseason.
- 3) The Club insurance covers activities such as skating; snowshoeing; XC skiing, hiking, and fitness classes such as spinning, or yoga for cyclists.
- 4) Club insurance does not cover higher risk activities such as downhill skiing; hockey; or backcountry travel by ski or snowshoe. These activities cannot be posted on the EVCC webpage calendar
- 5) Ride Coordinators can post their events in the same way as they post recreational cycling events.
- 6) It is the Ride Coordinators responsibility to ensure that events posted comply with the Club goals and insurance coverage.

Article 8. Golden Triangle (GT)

- 1) GT registrations will be accepted on a first come, first served basis.
- 2) EVCC membership is required in order to register for the Golden Triangle.
- 3) Participation in the GT is restricted to adults and to family members under 18 if the minor is accompanied on the ride by a responsible adult (18+).

Article 9. Meetings/Socials

- 1) Monthly meetings/socials shall be held at a location approved by the Executive committee and announced to the general membership by notice in the Club webpage calendar.
- 2) An honorarium/fee may be offered to an invited non-member speaker and a non-cash gift may be offered to a member speaker, if approved by the Executive and:
 - the topic is related to cycling
 - the speaker is not promoting a product or service
 - the speaker is an expert on the topic
 - The speaker may select a charity to make a donation to in lieu of an honorarium.

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Article 10. Communication

- 1) The Club, and Club events, will be promoted through such means as the Executive deem appropriate and effective.
- 2) In general the club will not promote or advertise for non-EVCC events, businesses, charities and activities through its webpage, newsletter or social media.
- 3) The Club Executive reserves the right to override Article 9 Item 2 where the business, service, organization, or charity;
 - Is a co-sponsor of an event with the EVCC
 - Provides a benefit to Club members not available to general public. EG discounts, additional services or products.

AND

- The business, service, organization or event is cycling or cycling fitness related.
- 4) EVCC Members, and non-EVCC businesses, organizations, clubs and charities may identify and promote their events or activities in the club forum/social media, provided it is cycling or cycling fitness related and does not solicit funds from club members.
 - 5) The Executive reserves the right to decide if a communication is acceptable and suitable to appear in Club communications.
 - 5) The Club will remove any and all inappropriate or unacceptable communications.

Article 11. Financial

- 1) No Club member, other than a member of the Executive, may incur expenses on behalf of the Club unless directed by a member of the Executive. No expenditure of Club funds in excess of \$100 is permitted unless duly approved by the Executive.
- 2) Budgets:
 - The Club budget shall be prepared following the election of a new Executive at the AGM.
 - A level of equity shall be maintained which is not less than the amount of the membership fees for the previous membership year.
- 3) Ride and Events
 - Budgets:
 - Ride and Event budgets shall submitted to the Executive with sufficient lead time that approval by the Executive may reasonably be obtained prior to the commitment or expenditure of funds. These budgets shall include:
 - a determination of a break-even point based on fixed costs
 - the amount and deadline date for payment of any deposits
 - a clear refund policy including cut off dates

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- Actual financial statements from the most recent prior year that the event was held, where applicable.
- Revenues:
 - Cheques received from participants are to be payable to EVCC.
 - Cash payments from participants should be discouraged.
 - Before the start of the tour, all payments are to be given to the Treasurer for deposit in the Club bank account.
- Expenses:
 - Pre-tour expenses should be paid by Club cheque. If cash or credit card purchases are necessary, they will be reimbursed upon presentation of receipts.
- Advances:
 - Ride/Event Coordinators are entitled to an advance to meet anticipated out-of-pocket costs during the tour. Such advances may not exceed the amount of deposits given to the Treasurer unless specifically authorized by the Executive.
- Final accounting:
 - Any balance owing to the organizers or payable to the Club will be settled by cheque upon submission of the financial report.
- Financial reports:
 - The Coordinators of any Club event or Ride shall provide a financial report to the Executive meeting immediately following their event unless a later date is agreed to by the Executive. The Financial report shall include a statement accounting for all revenues generated and expenses incurred as well as any outstanding receivables and payables.
 - Refunds of full or partial amounts must be noted in the final financial report.

Article 12. Advocacy

- 1) Advocacy on behalf of the Club shall be handled by a member of the Executive committee unless otherwise directed by the Executive.
- 2) It is the primary responsibility of the Advocacy Director to coordinate the advocacy activities of Club members on behalf of the Club.
- 3) Advocacy actions must be consistent with the goals of the Club and within the applicable laws.

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Appendix A

RISK ACKNOWLEDGEMENT AND INDEMNITY AGREEMENT

**NOTE: READ THIS DOCUMENT CAREFULLY.
IT IS A LEGAL DOCUMENT AND LIMITS YOUR RIGHTS.**

The undersigned, having been provided with an opportunity to review and to consider the provisions of this Risk Acknowledgement and Indemnity Agreement ("the Waiver"), and in consideration of being allowed to participate in the activities of the Elbow Valley Cycling Club ("EVCC"), hereby agree as follows:

1. Bicycling, and other activities of the EVCC, and my participation in those activities, may result in loss to me and to others who might wish to claim through me, including death, personal injury, property damage, and other losses;
2. I agree to accept for myself, my executors, administrators, personal representatives, assigns, dependents, and all others who might claim through me, all the risks involved in bicycling, and the other activities of the EVCC, including (but not limited to) those risks identified in paragraph 1 above;
3. In participating in the activities of the EVCC, I acknowledge that I am involved in a common adventure with other like-minded enthusiasts and that I am solely and entirely responsible for myself, my property, and my own safety;
4. I hereby waive and forever relinquish any claims which I might have against the EVCC, and its Directors, members, employees, contractors, volunteers, agents, other participants engaged in EVCC activities or any other person who assists in or provides services to the EVCC;
5. I specifically waive and relinquish any and all claims which I might have against those persons identified in paragraph 4 above, including (but not restricted to) claims in negligence or breach of contract, and any other breach of duty recognized at law;
6. In the event that I cause legal proceedings to be brought against any of the individuals identified in paragraph 4 above, I agree to indemnify and to hold harmless those individuals for any claims advanced, including solicitor client legal expenses involved in defending any claims which I bring or cause to be brought;
6. I acknowledge and agree that in signing this Waiver that I am bound by all the parts of the Waiver and that if I am not prepared to be so bound, that I have the option of not participating in the common adventures of the EVCC. In signing this Waiver, I acknowledge and agree that it is my full and lawful intention to be bound by its terms and I sign this Waiver voluntarily, having read its terms in full, and without duress, or undue influence from any person.

