



AMENDED AND RESTATED BYLAWS
OF THE
ROCKY MOUNTAIN HOCKEY FEDERATION
A COLORADO NONPROFIT CORPORATION

ADOPTED JULY 24, 2025

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ROCKY MOUNTAIN HOCKEY FEDERATION
A COLORADO NONPROFIT CORPORATION**

ARTICLE I. NAMES AND ADDRESS

1. The name of the corporation shall be **Rocky Mountain Hockey Federation** (“**RMHF**”). The corporation may also conduct business under the trade name “**RMHF**,” or such other trade names as may subsequently be designated by the Board of Directors from time to time.
2. The principal address of RMHF is PO Box 1278, Littleton, Colorado 80160-1278, or such other place as may subsequently be designated by the Board of Directors from time to time.

ARTICLE II. PURPOSES

1. RMHF is organized exclusively for charitable, religious, educational and/or scientific purposes under Section 501(c)(3) of the Internal Revenue Code, or corresponding provision of any future United States Internal Revenue Law or federal tax code, and is authorized under the applicable provisions of the Colorado Revised Nonprofit Corporation Act.
2. RMHF is or shall be affiliated with USA Hockey, Inc. (“**USA Hockey**”), the national governing body for amateur ice hockey in the United States and the Colorado Amateur Hockey Association (“**CAHA**”), the USA Hockey state affiliate organization. RMHF is a league governing body that is or shall be recognized by CAHA for the oversight of teams competing for State
3. RMHF may manage and host league and playoff competition at the 18U, 16U, 14U, 12U, 10U age classifications at the “AA”, “A”, “B” levels for RMHF Members and non-member associations or organizations that may be included in or assisting with initiatives as a directive from RMHF.
4. RMHF has the authority to: (a) schedule and conduct competition by teams of RMHF Members and Guest Teams; (b) resolve any dispute or controversy arising out of competition by teams scheduled or sanctioned by RMHF, including the power to suspend any player, parent of player, coach, or RMHF member for cause shown, from participation in RMHF scheduled or sanctioned play; (c) disseminate policies and rules governing all competitive play by the teams of RMHF members; (d) conduct clinics, showcases, events or other instructional programs for players or coaches, and establish minimum standards of competency and experience for coaches; (e) obtain and maintain membership in any amateur ice hockey association, including USA Hockey and CAHA, including the power to send appropriate RMHF officers or representatives to meetings

and conferences of all such organizations; (f) publish newsletters or other similar publications to increase the awareness of RMHF and of the activities of its members; and (g) engage in any other activity authorized by the Board of Directors consistent with the Articles of Incorporation and these Bylaws.

5. RMHF expressly adopts USA Hockey and CAHA core values of: (a) Sportsmanship; (b) Respect for the Individual; (c) Integrity; (d) Pursuit of Excellence at the Individual, Team and Organizational Levels; (e) Enjoyment; (f) Loyalty; and (g) Teamwork.
6. RMHF emphasizes (a) excellence in coaching and teaching the sport of ice hockey; (b) the principles of amateur hockey in order to improve and advance the sport through the spirit of competition, fair play, development of character, leadership and physical fitness; (c) building and protecting the reputation of RMHF and its Members, teams, Players and coaches; and (d) development of programs that assist in growth initiatives including, but not limited to, scheduled competitive games, in house programs, and hockey clinics and camps, and the growth and management of 8U programs.

ARTICLE III. RESTRICTIONS

1. RMHF will not engage in any act of self-dealing as defined in Section 4941(d) of the Internal Revenue Code, or the corresponding section of any future United States Internal Revenue Law or federal tax code.
2. RMHF will distribute its income for each tax year at a time and in a manner as not to become subject to the tax on undistributed income imposed by Section 4942 of the Internal Revenue Code, or the corresponding section of any future United States Internal Revenue Law or federal tax code.
3. RMHF will not retain any excess business holdings as defined in Section 4943(c) of the Internal Revenue Code, or the corresponding section of any future United States Internal Revenue Law or federal tax code.
4. RMHF will not make any investments in a manner as to subject itself to tax under Section 4944 of the Internal Revenue Code, or the corresponding section of any future United States Internal Revenue Law or federal tax code.
5. RMHF will not make any taxable expenditures as defined in Section 4945(d) of the Internal Revenue Code, or the corresponding section of any future United States Internal Revenue Law or federal tax code.

ARTICLE IV. MEMBERSHIP

1. **MEMBERSHIP ELIGIBILITY.** Membership in RMHF is open to any amateur ice hockey association (an “**Association**”) that: (a) is a member of good standing of USA Hockey and CAHA, (b) is organized as a Nonprofit Corporation within the State of Colorado; (c) has ownership of or an agreement with a facility that will provide the necessary ice time to the Association for practices for all of its teams, as well as for RMHF games to be conducted on Fridays between 5:00 pm and 8:00 pm Mountain Time, on Saturdays between 8:00 am and 8:00 pm Mountain Time, and/or on Sundays between 8:00 am and 5:00 pm Mountain Time; (d) promotes hockey skill development through USA Hockey sanctioned initiation program(s) or equivalent development program(s); (e) complies with all RMHF policies, rules and regulations; (f) maintains Membership Participatory Requirements as set forth in Section 2 of this Article IV; and (g) maintains liability insurance coverage at an amount and scope customary for amateur ice hockey associations (collectively the “**Membership Eligibility Requirements**”).
2. **MEMBERSHIP PARTICIPATORY REQUIREMENTS.** Members shall identify and categorize the Member’s registered USA Hockey participatory numbers at the 8U, 10U, 12U, and 14U age classifications, and shall be required to field **ALL** of the following in each hockey season to be voting members:
 - a. A minimum of sixty (60) Players total within the Association’s 8U age classification; AND
 - b. A minimum of three (3) teams participating in RMHF activities at the 10U age classification at any level; AND
 - c. A minimum of three (3) teams participating in RMHF activities at the 12U age classification at any level; AND
 - d. A minimum of two (2) teams participating in RMHF activities at the 14U age classification at any level (collectively the “**Membership Participatory Requirements**”).
3. **NEW MEMBERSHIP ADMISSION**
 - a. Any Association desiring to be admitted as a new Member into RMHF (the “**Applicant**”) must submit an application in writing (the “**Application for Membership**”) to the President of RMHF.
 - b. The Application for Membership must be submitted by the Applicant on or before **May 15** (the “**Application Deadline**”); provided, however, the Application Deadline can be changed or extended by affirmative vote of the Board of Directors.

- c. The Application for Membership must include: (1) written documentation demonstrating the Applicant satisfies all Membership Eligibility Requirements in accordance with the provisions of Section 1 of this Article IV; (2) written documentation demonstrating the Applicant satisfies all Membership Participatory Requirements in accordance with the provisions of Section 2 of this Article IV; and (3) a written development and growth plan describing current and planned programs and events and anticipated source of players and Association growth.
- d. To satisfy Membership Eligibility Requirements, and consistent with Section 1 of this Article IV, the Applicant must have ownership of or an agreement with a facility within the state of Colorado that will provide the necessary ice time. However, any Applicant agreement for ice usage shall not satisfy this Membership Eligibility Requirement if it is with a facility that has an existing ice usage agreement with a current RMHF Member, unless otherwise approved in advance by a vote of at least **two-thirds (2/3)** of the Board of Directors.
- e. By submitting the Application for Membership, the Applicant agrees to provide any additional information reasonably requested by the President of RMHF.
- f. Members will be notified in writing within thirty (30) days of receipt of the Application for Membership.
- g. An Annual, General or Special Purpose Meeting shall be called by the President to vote on the Application for Membership, in accordance with the provisions of Article VII; provided, however, that at least fifteen (15) days written notice of the time and place of such Meeting shall be provided, notwithstanding any other provision of these Bylaws regarding notice to the contrary.
- h. Approval of any particular Application for Membership shall not be automatic. In determining whether to approve the Application for Membership, each Member shall use their best efforts to evaluate all relevant information with respect to both the Application and the Applicant. Each Member may consider, but is not limited to considering: (1) the Applicant's playing record and overall strength of competition; (2) the overall strength of the Applicant's teams and rosters; (3) recommendations and assessments from coaches or other individuals with an expertise in evaluating hockey associations; (4) the strength of the Applicant's coaching staff; (5) anticipated allocations of ice time; (6) assessments of the Applicant's prior involvement and interactions with RMHF or with other associations or leagues; (7) intangibles; and (8) any other criteria which may assist a Member in determining whether to approve or deny the particular Application for Membership.

- i. For any Application for Membership to be approved, at least **five-sixths (5/6)** of Members must attend the Meeting where a vote occurs and at least **four-fifths (4/5)** of the votes cast by Members in attendance must be in favor of approval of the Application for Membership, notwithstanding any other provision of these Bylaws regarding quorums or voting to the contrary.
- j. In the event the Application for Membership is approved, the Applicant Association will become a Member of RMHF as of the date the Meeting approving the Application occurred.

4. **MEMBERSHIP DEMOTION TO PROBATIONARY MEMBER**

- a. In the event a Member fails to remain in compliance with all of the Membership Participatory Requirements set forth in Section 2 of this Article IV, as determined on December 31 of each year, such Member shall automatically be demoted to Probationary Member status for the remainder of the current hockey season. Such demotion shall be effective as of December 31, and no further vote of current Members or action by the Board of Directors shall be required to effect such demotion.
- b. All Probationary Member teams participating in RMHF activities shall continue to be eligible for participation in all showcases, league play, league championships, playoffs, postseason play and/or All-Star Weekend programming in each year the Probationary Member remains in Probationary Member status.
- c. A Probationary Member shall not be considered a Member for purposes of these Bylaws, including but not limited to purposes of determining a quorum pursuant to Section 4 of Article VII. Consistent with Section 1 and Section 2 of Article VI, the Designated Representative of a Probationary Member shall not be included as a member of the Board of Directors of RMHF, and shall not be entitled to vote with respect to any matter before the Board of Directors.
- d. A Probationary Member shall be required to submit a written development and growth plan to the President of RMHF, on or before January 1 of each year it remains in Probationary Member status, describing current and planned programs and events and anticipated sources of players and Association growth that will otherwise enable the Probationary Member to satisfy the Membership Participatory Requirements (the “**Growth Plan**”).
- e. In the event the Probationary Member satisfies the Membership Participatory Requirements, as determined on December 31 of any subsequent year, the Member shall automatically be promoted and returned to full Member status, and no further vote of current Members or action by the Board of Directors shall be required to effect such promotion.

- f. In the event the Probationary Member is unable to satisfy the Membership Participatory Requirements within two (2) years of its demotion to Probationary Member status (i.e., the Probationary Member remains in Probationary Member status for portions of three (3) consecutive hockey seasons), the Probationary Member shall remain a Probationary Member for the remainder of the then-current season; provided, however, that the Membership of such Member shall automatically be terminated at the end of such then-current season. No further vote of current Members or action by the Board of Directors shall be required to effect such termination.
- g. In the event a Probationary Member's Membership is terminated pursuant to subsection (f) of Section 4 of this Article IV, such Association shall be required to submit a new Application for Membership in order to be reconsidered for Membership.
- h. By way of illustration:
- If a Member fails to comply with the Membership Participatory Requirements by December 31, 2023, the Member would be demoted to Probationary Member for the remainder of the 2023-2024 season.
 - The Probationary Member would have to satisfy all Membership Participatory Requirements on or before December 31, 2025 (i.e., within two (2) years of its demotion).
 - The Probationary Member would submit its first Growth Plan by January 1, 2024.
 - If the Probationary Member satisfies the Membership Participatory Requirements on December 31, 2024, the Probationary Member would be returned to full Member status for the remainder of the 2024-2025 season and thereafter.
 - If the Probationary Member was unable to satisfy the Membership Participatory Requirements on December 31, 2024, the Probationary Member would retain its Probationary Member status for the remainder of the 2024-2025 season. The Probationary Member would submit a second Growth Plan by January 1, 2025.
 - If the Probationary Member satisfies the Membership Participatory Requirements on December 31, 2025, the Probationary Member would be returned to full Member status for the remainder of the 2025-2026 season and thereafter.
 - If the Probationary Member was unable to satisfy the Membership Participatory Requirements on December 31, 2025, the Probationary Member would retain its Probationary Member status for the remainder of the 2025-2026 season, and its Membership in RMHF would be evaluated at the end of the 2025-2026 season.

5. MEMBERSHIP TERMINATION OR SUSPENSION

- a. The Membership of any Member may be terminated or temporarily suspended if such Member: (i) fails to satisfy any financial obligation to RMHF; (ii) fails or otherwise refuses to comply with a decision of the Board of Directors on a matter concerning such Member; (iii) fails to comply with a provision of these Bylaws, or with any rule or regulation adopted or promulgated by RMHF; (iv) fails to remain in compliance with the Membership Eligibility Requirements set forth in Section 1 of this Article IV; (v) fails to attend any Annual Meeting; or (vi) otherwise conducts itself in a manner deemed likely to cause harm to the development of amateur ice hockey.
- b. In the event the Board of Directors seeks to terminate or temporarily suspend the Membership of any Member pursuant to subsection (a) of Section 5 of this Article IV, the President shall provide written notice to the Member and to all other Members. The written notice required by this subsection shall set forth: (i) the reasons for the proposed termination or temporary suspension; (ii) all relevant facts and circumstances considered by the Board of Directors for seeking termination or temporary suspension; (iii) the date and time of the Meeting in which the termination or temporary suspension will be considered and voted on by the Members; (iv) acknowledgement that the subject Member shall have the opportunity, but not the obligation, to participate, orally or in writing, during such Meeting; and (v) in the event the Board of Directors seeks to temporarily suspend the Membership of such Member, the specific terms and conditions upon which Membership reinstatement may occur.
- c. An Annual, General or Special Purpose Meeting shall be called by the President to vote on the proposed Membership termination or suspension, in accordance with the provisions of Article VII; provided, however, (i) such Meeting shall take place not less than fifteen (15) nor more than thirty (30) days from receipt by the Member of the written notice required pursuant to subsection (b) of Section 5 of this Article IV; and (ii) that at least fifteen (15) days written notice of the time and place of such Meeting shall be provided, notwithstanding any other provision of these Bylaws regarding notice to the contrary.
- d. For any Membership to be terminated or suspended pursuant to subsection (a) of Section 5 of this Article IV, at least **five-sixths (5/6)** of current Members must attend the Meeting where a vote occurs and at least **four-fifths (4/5)** of the votes cast by Members in attendance must be in favor of approval of the termination or suspension, notwithstanding any other provision of these Bylaws regarding quorums or voting to the contrary; provided, however, a Member facing Membership termination or suspension shall be ineligible to vote.

- e. In the event the proposed Membership termination or suspension is approved, the termination or suspension shall be effective immediately after such Meeting approving the termination or suspension occurred, or on such other date as designated by the Board of Directors.
 - f. In the event a proposed Membership termination is approved, the terminated Association shall be ineligible to submit a new Application for Membership, and shall otherwise be ineligible to participate in RMHF activities for a period of twenty-four (24) months from the effective date of such termination.
 - g. Any Member may voluntarily terminate its Membership by submitting written notice to the President.
6. **ALLEGATIONS; CONFLICT OF INTEREST.** Any alleged failure to comply with a provision of these Bylaws or with any rule or regulation adopted or promulgated by RMHF, or any other concern about the conduct of a Member of RMHF, may be referred to the President. In the event the allegation or concern presents a potential or actual conflict of interest for the President, the allegation or concern may be referred to another Executive Officer. In either circumstance, the Board of Directors may investigate the allegation or concern directly, or may establish a committee of Members to conduct such investigation.
7. **NO REFUNDS.** No refunds of any fees already paid by a Member will be issued due to a termination or suspension of Membership, unless mutually agreed in writing by the Board of Directors and the terminated or suspended Member.

ARTICLE V. GUEST TEAM PARTICIPATION

1. **GUEST PROGRAMS AND GUEST TEAMS.** Members may authorize participation in certain RMHF activities with one or more Associations or other hockey programs that might not otherwise qualify as Members (a “**Guest Program**” or “**GP**”). A Guest Program may request that one or more specific team(s) within the Guest Program at particular age classification(s) and/or level(s) (each, a “**Guest Team**” or “**GT**”) participate in specific RMHF activities during the upcoming hockey season.
2. **GP ELIGIBILITY.** A Guest Program must: (a) be a member in good standing with USA Hockey; (b) must be a member in good standing with CAHA, if the Guest Program is located in within the State of Colorado and otherwise subject to CAHA Affiliate jurisdiction; (c) must be a member in good standing with the USA Hockey Affiliate having jurisdiction to regulate the sport of amateur ice hockey within the state in which the Guest Program is located, if the Guest Program is not located within the State of Colorado; (d) promote hockey skill development through USA Hockey sanctioned initiation program(s) or equivalent development program(s); (e) comply with all RMHF rules and regulations; and (f) maintain liability insurance coverage at an amount and

scope customary for amateur ice hockey associations (collectively the “**GP Eligibility Requirements**”).

3. **NO GP PARTICIPATORY REQUIREMENTS.** A Guest Program shall not be required to have a minimum number of Players or field a minimum number of teams participating in RMHF activities at particular age classifications or levels.
4. **GT PARTICIPATION IN RMHF ACTIVITIES.** A Guest Team is eligible to participate in some or all RMHF Colorado showcases. A Guest Team eligible for participation in RMHF league play, league championships, playoffs, postseason play, and/or All-Star Weekend programming; provided, however, that if the Guest Team participates in fewer than twelve (12) league games, such Guest Team shall become ineligible for participation in league championships, playoff, postseason play and/or All-Star Weekend programming.
5. **GT REQUEST AND APPROVAL PROCEDURES.**
 - a. Any Guest Program desiring for one or more Guest Team(s) to participate in RMHF activities (the “**GT Applicant**”) must submit a request in writing (the “**GT Request**”) to the President of RMHF. The GT Request should include written documentation demonstrating the GT Applicant satisfies all GP Eligibility Requirements. One GT Request may be submitted for more than one particular Guest Team within the Guest Program
 - b. The GT Request must be submitted by the GT Applicant on or before **June 30** (the “**GT Deadline**”); provided, however, the GT Deadline can be changed or extended by affirmative vote of the Board of Directors.
 - c. An Annual, General or Special Purpose Meeting shall be called by the President to vote on the GT Request, in accordance with the provisions of Article VII.
 - d. For any Guest Program not subject to CAHA Affiliate jurisdiction, the approval of any particular GT Request shall be subject to approval from the CAHA Executive Committee, to the extent required pursuant to Section 5 of Article II of the Bylaws of CAHA, as amended.
 - e. Approval of any particular GT Request shall not be automatic, and shall instead be subject to a vote of Members.
 - f. In determining whether to approve or partially approve the GT Request, each Member shall use their best efforts to evaluate all relevant information with respect to both the GT Request and the GT Applicant. Each Member may consider, but is not limited to considering: (1) the Guest Team’s playing record and overall strength of competition; (2) the overall strength of the Guest Team’s roster; (3) recommendations and assessments from coaches or other individuals with an expertise in evaluating hockey associations; (4) the strength of the Guest

Team's coaching staff and organization staff; (5) assessments of the Guest Program's prior involvement and interactions with RMHF or with other associations or leagues; (6) intangibles; and (7) any other criteria which may assist a Member in determining whether to approve, partially approve or deny the particular GT Request.

- g. For any GT Request to be approved, at least **five-sixths (5/6)** of Members must attend the Meeting where a vote occurs and at least **four-fifths (4/5)** of the votes cast by Members in attendance must be in favor of approval of the GT Request, notwithstanding any other provision of these Bylaws regarding quorums or voting to the contrary. In the event the GT Request has been made for more than one Guest Team, Members in attendance may vote to partially approve the GT Request as to one or more Guest Team(s), and partially deny the GT Request as to one or more other Guest Team(s).
 - h. A Guest Program must submit a new GT Request for each hockey season in which it desires one or more Guest Team(s) to participate in RMHF activities. There shall be no limit to the number of hockey seasons for which a Guest Program may submit a GT Request; provided, however, that approval of a GT Request for one hockey season does not guarantee approval of a GT Request in a subsequent hockey season. Approval of a GT Request for one Guest Program does not guarantee approval of a GT Request from or for a different Guest Program.
6. **CROSS-AFFILIATE AGREEMENT.** For any GT Request that has been approved for a Guest Program or Guest Team that is not otherwise subject to CAHA Affiliate jurisdiction, an appropriate Cross-Affiliate Agreement shall be executed with the Guest Program. The Cross-Affiliate Agreement shall provide; (i) that the Guest Program and Guest Team shall agree to abide by CAHA bylaws, policies and procedures for all RMHF activities; and (ii) in the event of conflicting rules and policies between CAHA and the affiliate with which the Guest Program is registered, the provisions of CAHA rules and policies shall control and take precedence for all RMHF activities.

ARTICLE VI. BOARD OF DIRECTORS AND OFFICERS

- 1. **BOARD OF DIRECTORS.** The Board of Directors shall consist of one Designated Representative from each Member. Unless otherwise specified in these Bylaws, each Member, through its Designated Representative, will be entitled to cast one vote with respect to any matter before the Board of Directors.
- 2. **DESIGNATED REPRESENTATIVES.** Each Member shall identify to the Secretary, in writing, the primary Designated Representative for that Member. The primary Designated Representative must be the current president or executive director of the Member. In addition, each Member shall identify to the Secretary, in writing, up to two additional individuals who may serve as an alternate Designated Representative when the primary Designated Representative is unavailable. All primary and alternate Designated

Representatives must be members of USA Hockey and CAHA. Any notification required to be issued by RMHF to a Member shall be sent to the primary Designated Representative. The identification of primary and alternate Designated Representatives may be amended or revised by a Member no more than twice in any fiscal year.

3. **EXECUTIVE OFFICERS.** The Executive Officers will consist of the President, the Vice President, the Secretary, the Treasurer, the Director-at-Large A, and the Director-at-Large B. One person may not hold more than one Executive Officer position. An Executive Officer may serve as the Designated Representative of a Member. All Executive Officers must be members of USA Hockey and CAHA.
4. **PRESIDENT.** The President shall be the chief executive officer of RMHF, and, subject to the control of the Board of Directors, shall have the responsibility for the general management of the affairs of RMHF, and shall carry out the resolutions of the Board of Directors. He or she may sign, with the Secretary or any other proper Executive Officer authorized by the Board of Directors, deeds, mortgages, bonds, contracts or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of RMHF, or shall be required by law to be otherwise assigned or executed. The President shall perform all duties incident to the office of Present, and shall perform such other duties as from time to time may be assigned to him or her by the Board of Directors.
5. **VICE PRESIDENT.** The Vice President shall, in the absence of the President or in the event of his or her death, inability or refusal to act, perform all duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors.
6. **SECRETARY.** The Secretary shall: (a) keep the minutes of the proceedings of the Board of Directors; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the corporate records; and (d) in general perform all duties incident to the office of Secretary. The Secretary shall perform such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors.
7. **TREASURER.** The Treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of RMHF; (b) receive and give receipts for moneys due and payable to RMHF from any source whatsoever, and deposit all such moneys in the name of RMHF in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of these Bylaws; and (c) in general perform all of the duties incident to the office of Treasurer. The Treasurer shall perform such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors.
8. **DIRECTOR-AT-LARGE A.** The Director-at-Large A shall perform such duties as from time to time may be assigned to him or her by the President or by the Board of Directors.

9. **DIRECTOR-AT-LARGE B.** The Director-at-Large B shall perform such duties as from time to time may be assigned to him or her by the President or by the Board of Directors.
10. **TERM OF OFFICE.** Each Executive Officer will serve at the pleasure of the Board of Directors for a two (2) year term. Each Executive Officer shall hold office until his successor has been duly elected and qualified, or until his or her death, or until removal or resignation of such Executive Officer as otherwise provided in this Article VI. The President, Secretary and Director-at-Large A will be elected during even years at the Annual Meeting of the Board of Directors. The Vice President, Treasurer and Director-at-Large B will be elected during odd years at the Annual Meeting of the Board of Directors.
11. **REMOVAL.** The Board of Directors may remove any Executive Officer with or without cause at any time by a majority vote of such Board of Directors.
12. **RESIGNATION.** Any Executive Officer may resign at any time by giving written notice to the President and Secretary. The resignation of any Executive Officer shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.
13. **NO LIMITATION ON SUCCESSION.** There is no limitation on the number of terms which may be served by an Executive Officer.
14. **BONDING OF DIRECTORS AND OFFICERS.** All Executive Officers must be USA Hockey Members and agree to be covered by the USA Hockey Directors and Officers Liability Insurance Policy, which may also include a crime policy, to the maximum extent allowed under that Policy.
15. **ELECTION OF OFFICERS.** Executive Officers will be elected at the Annual Meeting. Nominations may be, but are not required to be, made in advance of the Meeting, and nominations from the floor of the Meeting will be accepted. It is not a requirement that a person be a member, director or officer of an Association that is a Member in order to be nominated or serve as an Executive Officer. No person will be elected to any Executive Officer position unless that person has provided the Board of Directors with indication that, if elected, he or she is willing to serve and is a member of USA Hockey and CAHA.
16. **VACANCIES.** In the event of death, resignation, removal or disqualification of any Executive Officer, the President will appoint a substitute officer subject to confirmation at the next Annual, General or Special Meeting of the Board of Directors. In the event of death, resignation, removal or disqualification of the President, the Vice President will assume the duties of the President until the next Annual, General or Special Meeting when the election of a new President will take place to fulfill the remaining term of that office.

ARTICLE VII. MEETINGS

1. **ANNUAL MEETING.** A regular Annual Meeting of the Board of Directors shall be held at such time and place as shall be fixed from time to time by the Board of Directors; provided, however, that unless otherwise indicated in writing by the President, the Annual Meeting shall be conducted in July of each fiscal year. Each successive Annual Meeting shall be held on a date not more than twelve (12) months following the preceding Annual Meeting, or as soon as practicable thereafter. Members shall be required to attend the Annual Meeting; failure to attend the Annual Meeting may subject the Member to suspension or termination of Membership pursuant to Section 4 of Article IV.
2. **GENERAL MEETINGS.** Regular General Meetings of the Board of Directors shall be held at such time and place as shall be fixed from time to time by the Board of Directors. The Board of Directors shall conduct at least five (5) General Meetings each fiscal year.
3. **SPECIAL PURPOSE MEETINGS.** Special Purpose Meetings to discuss a particular matter may be called by or at the direction of the President, or by or at the direction of two or more Members. Once called, the President will schedule a Special Purpose Meeting as soon as reasonably possible, but in any event within thirty (30) calendar days.
4. **QUORUM.** Except to the extent herein provided, two-thirds (2/3) of the Members, represented by the designated representatives, shall constitute a quorum. A quorum must be present at any Annual, General or Special Purpose Meeting to conduct any business of RMHF, including any voting matters. A majority of Members present, whether or not a quorum is present, may adjourn a meeting to another time and place.
5. **SIMPLE MAJORITY REQUIRED.** Unless otherwise specified in these Bylaws or otherwise required by law, any action placed before the Board of Directors will be considered duly taken, adopted, or ratified if a simple majority of votes are cast in favor of the action at a meeting at which a quorum of Members were present at the onset. Abstention votes do not count in the tally.
6. **METHOD OF VOTING.** Voting shall be done in person. Voting by proxy or absentee ballot shall not be permitted. Voting shall be by voice vote or show of hands unless the Board of Directors determines that a secret ballot shall be utilized.
7. **NOTIFICATION OF MEETINGS.** Written, oral, or any other method of notice of the time and place shall be given for any Annual, General or Special Purpose Meeting in sufficient time for the convenient assembly of the Board of Directors; provided, however, that any notice required hereunder shall be given at least twenty-four (24) hours prior to any such Special Purpose Meeting, and at least fifteen (15) days prior to any Annual or General Meeting. Notice of an Annual or General Meeting need not include a description of the purpose or purposes for which the Meeting is called unless a purpose of the Meeting is to consider an amendment or restatement to the Articles of Incorporation or Bylaws, a plan of merger, disposition of substantially of the property of RMHF, or

dissolution of RMHF. Notice of a Special Purpose meeting shall include a description of the purpose or purposes for which the meeting is called. The requirement for furnishing notice of a meeting may be waived by any participant who signs a Waiver of Notice before or after the meeting, or who attends the meeting without protesting the lack of notice to him or her.

8. **PARTICIPATION DURING MEETINGS.** Only primary or alternate Designated Representatives of Members will have the right to be recognized and heard at any Annual, General or Special Purpose Meeting. The President will have the discretion, but not the duty, to permit persons other than Designated Representatives to be heard at any Annual, General or Special Purpose Meeting.
9. **RESOLUTION.** Any action authorized by Resolution, in writing, by all Members entitled to vote thereon and filed with the minutes of RMHF shall be the act of the Board of Directors with the same force and effect as if the same had been passed by unanimous vote at a duly called Annual, General or Special Meeting.
10. **PRESIDING AT MEETINGS.** The President shall preside at all Annual, General and Special Meetings. If there is not a President, or in his or her absence, any other Executive Officer shall preside.
11. **PARTICIPATION BY ELECTRONIC MEANS.** Any person may participate in any Annual, General or Special Purpose Meeting by means of telephone conference, video, or similar communications means by which all persons participating in the meeting can hear each other at the same time. Such participation shall constitute presence in person.
12. **PRESUMPTION OF ASSENT.** Any person who is present at an Annual, General or Special Purpose Meeting at which action on any RMHF matter is taken shall be presumed to have assented to the action taken unless his or her dissent shall be entered in the minutes of the meeting, or unless he or she shall file his or her written dissent to such action with the person acting as the Secretary of the Meeting before the adjournment thereof, or shall forward such dissent by registered mail to the Secretary immediately after the adjournment of the Meeting. Such right to dissent shall not apply to a person who voted in favor of such action.
13. **ORDER OF BUSINESS.** All meetings shall be governed by an order of business. Unless otherwise specified in the meeting notice, the order of business at all meetings shall be as follows:
 - a. Call to Order
 - b. Roll Call / Confirmation of Quorum
 - c. Election, if any
 - d. Consideration of Minutes of Previous Meeting
 - e. Communications
 - f. Treasurer's Report
 - g. Reports of Officers, Committees, and Administration
 - h. Old Business

- i. New Business
 - j. Adjournment
14. **ROBERT'S RULES OF ORDER.** The rules contained in the current edition of Robert's Rules of Order Newly Revised will be the authority for all questions of procedure.

ARTICLE VIII. LEAGUE ADMINISTRATOR

APPOINTMENT. The Board of Directors may appoint a league Administrator upon terms and conditions as shall be mutually satisfactory. The Board of Directors shall have the authority to enter into a contractual agreement with the league Administrator, which shall be binding upon RMHF.

DUTIES. The league Administrator will be generally responsible for the day-to-day operation of the league. The Administrator shall be charged with the operation, communication, supervision, and direction of all the business affairs of RMHF, including but not limited to matters with respect to scheduling, as appropriate. The Administrator will be a non-voting ex officio member of the Board of Directors and will collaborate to develop and implement strategic plans for the growth and development of RMHF. The Administrator will provide neutral conflict mediation between RMHF Members as needed and will generally work to resolve problems or issues that may arise in connection with the operation of RMHF. The Administrator will represent RMHF as appropriate to various organizations and entities. The Administrator shall discharge all other general duties as the need arises or as directed by the Board of Directors.

ARTICLE IX. COMMITTEES

1. **COMMITTEES.** The Board of Directors may designate one or more committees, advisory boards or task forces, to perform specific duties, from time to time, with the delegated authority, if any, as determined by Resolution of the Board of Directors. Except as otherwise provided in such Resolution, members of each such committee shall be appointed by the Board of Directors. The Board of Directors may remove any member of any such committee, with or without cause, whenever in their judgment the best interests of RMHF shall be served by such removal.

ARTICLE X. FINANCE AND ASSESSMENTS

1. **RMHF ACCOUNTS.** All funds of RMHF will be deposited and maintained in insured depository accounts, checking or savings. All such accounts will be maintained in the name of RMHF. The President, the Vice President, the Secretary, and the Treasurer will be the sole authorized signatures for withdrawal of RMHF funds. Withdrawals of amounts less than fifteen thousand dollars (\$15,000.00) shall require one of the four authorized signatures. Withdrawals of amounts of fifteen thousand dollars (\$15,000.00)

or more shall require two of the four authorized signatures. The Treasurer will have the responsibility of depositing all RMHF monies. The RMHF monthly statement will be addressed to the President and will be available at the general meetings.

2. **ASSESSMENTS.** RMHF will have the power to levy assessments against Members and Guest Programs in order to (a) to raise funds sufficient to operate RMHF in the manner contemplated by these Bylaws; (b) to raise funds for the purposes expressly authorized by the Board of Directors; and (c) to levy fines and penalties authorized by the Board of Directors in enforcement of policies and rules governing the operations of RMHF and all competitive play among teams.
3. **FUNDRAISING.** RMHF will not direct fundraising promotions.
4. **RMHF EARNINGS.** No part of the net earnings of RMHF shall benefit or be distributable to the Executive Officers, designated representatives representing members on the Board of Directors, or other private persons, except that RMHF shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth herein.
5. **COMPENSATION.** The Board of Directors may approve and pay stipends to persons providing services to RMHF, based on their functionality. The Board of Directors may approve and pay appropriate compensation for any hired or contracted services; provided, however, that such compensation is consistent with the terms of these Bylaws.
6. **GIFTS.** The Board of Directors may accept on behalf of RMHF any contribution, gift, bequest or devise for the general purposes of or for any special purposes of RMHF; provided, however, that such acceptance is consistent with the terms of these Bylaws.
7. **FINANCIAL REPORTS.** RMHF shall annually distribute to its Members an annual financial report of operations.

ARTICLE XI. DISSOLUTION.

1. **DISSOLUTION.** Upon dissolution of RMHF, the Board of Directors shall, after paying or making provision for the payment of all the known debts and liabilities of RMHF, dispose of all the assets of RMHF exclusively for the purposes of RMHF in such manner, or to such organization or organizations organized and operated exclusively for charitable, educational, religious or scientific purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code, or the corresponding provision of any future United States Internal Revenue Law or federal tax code, as the Board of Directors shall determine. Any such assets not so disposed of shall be disposed of by the District Court of the County in which the principal office of RMHF is then located, exclusively for such purposes or to such organization or organizations as such Court shall determine, which are organized and operated

exclusively for such purposes. No private individuals shall share in the distribution of any corporate assets upon dissolution of RMHF.

ARTICLE XII. INDEMNIFICATION AND LIMITATION ON LIABILITIES

1. **INDEMNIFICATION.** Any person made or threatened to be made a party to any action or proceeding, whether civil or criminal, by reason of the fact that he or she, his or her estate, or its personal representative is or was a Director, Officer, Designated Representative, contractor or employee of or for RMHF or an individual (including a medical staff appointee) acting as an agent of RMHF or who serves or served any other corporation or other entity or organization in any capacity at the request of the RMHF, shall be and hereby is indemnified by the RMHF, except as otherwise limited by these Bylaws.
2. **NO PERSONAL LIABILITY.** No Director, Officer, Designated Representative, contractor, employee or agent shall have a personal liability for monetary damages for breach of fiduciary duty or resulting from any acts or omissions made in good faith; provided, however, that the foregoing provision does not eliminate or limit the liability of acts or omissions which involve intentional misconduct or a knowing violation of law, or any transaction from which the Director, Officer, Designated Representative, contractor, employee or agent directly or indirectly derived an improper personal benefit.
3. **INDEMNIFICATION AMOUNTS.** The indemnification contained in these Bylaws shall be against all judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred as a result of any such action or proceeding, or any appeal therein, to the fullest extent permitted and in the manner prescribed by the laws of the Colorado, as they may be amended from time to time, or such other law as may be applicable to the extent such other law or laws are not inconsistent with the laws of Colorado
4. **REIMBURSEMENTS.** To the extent permissible by Colorado law, RMHF will pay for or reimburse the reasonable expenses incurred by a Director, Officer, Designated Representative, contractor, employee or agent of RMHF who is a party to a proceeding that is covered by the foregoing indemnification provisions.
5. **NOT EXCLUSIVE.** The right of indemnification provided in this Article XII shall not be deemed exclusive of any other rights to which any Director, Officer, Designated Representative, employee or agent of RMHF may now be or hereafter become entitled independent of the provisions of this Article XII.

ARTICLE XIII. PRECEDENCE AND ISSUANCE OF RULES AND REGULATIONS

1. **RULES AND REGULATIONS.** The Board of Directors will have the power and the duty to publish Rules and Regulations governing activities of Members and Guest Programs, including but not limited to the scheduling of RMHF ice hockey games (collectively “RMHF Rules and Regulations”). RMHF Rules and Regulations will be furnished to all Members and Guest Programs prior to the start of the RMHF season.
2. **CONFLICT.** These Bylaws and the RMHF Rules and Regulations adopted hereunder supplement Rules issued by USA Hockey and CAHA and place additional requirements, restrictions, and penalties upon Members, Guest Programs, clubs, teams, players, officials and other individuals participating in RMHF activities. To extent permissible under Colorado law, in the event of conflict, the Rules of USA Hockey and CAHA take precedence over these Bylaws and RMHF Rules and Regulations.

ARTICLE XIV. AFFILIATION WITH USA HOCKEY AND CAHA

1. **PREEMINENCE.** RMHF shall abide by and act in accordance with the Articles of Incorporation, Bylaws, Rules and Regulations, Playing Rules and decisions of the Board of Directors of USA Hockey and CAHA, having jurisdiction to regulate the sport of amateur ice hockey within the State of Colorado.
2. **REGISTRATION.** All Directors, Officers, Designated Representatives, and/or RMHF officials shall be required to be registered with USA Hockey, in accordance with the prevailing rules and regulations of USA Hockey and CAHA, as applicable. All Members, Member Teams, Guest Programs, and Guest Teams shall be registered with USA Hockey in accordance with the prevailing rules and regulations of USA Hockey and CAHA, as applicable.
3. **ASSISTANCE.** RMHF shall assist USA Hockey and CAHA in the administration and enforcement of the provisions of the Bylaws, Rules and Regulations, Playing Rules and decisions of the Board of Directors of USA Hockey and CAHA, within and upon its Members and/or within its jurisdiction.

ARTICLE XV. PUBLICATION OF BYLAWS AND RULES AND REGULATIONS

1. **PUBLICATION.** RMHF shall distribute to its Members copies of its Bylaws, RMHF Rules and Regulations, policies and procedures, and all amendments thereto. Copies shall also be available upon written request by a Member to the RMHF President or Secretary. Distribution requirements to Members may be satisfied by posting the relevant documents on the RMHF website.
2. **ENFORCEMENT.** RMHF shall only enforce the rules, regulations policies and procedures defined in the published Bylaws, RMHF Rules and Regulations, policies and

procedures, and other governing documents. Rules, regulations, policies and/or procedures adopted during the season must be incorporated into the appropriate governing documents and republished prior to enforcement.

ARTICLE XVI. RECORDS RETENTION

1. **RETENTION.** RMHF will retain records in an orderly fashion for time periods that comply with legal and government requirements, and hereby adopts by reference the records retention descriptions and periods as set forth in Article XI of the Bylaws of CAHA, as amended.

ARTICLE XVII. POLICY ADOPTION

1. **CONFLICT OF INTEREST POLICY.** A Conflict of Interest policy, in a form consistent with the requirements of USA Hockey and CAHA and otherwise requiring disclosure of financial or other conflicts of interest, shall be adopted and approved by the Board of Directors.
2. **WHISTLEBLOWER POLICY.** A Whistleblower policy, in a form consistent with the requirements of USA Hockey and CAHA, shall be adopted and approved by the Board of Directors.
3. **GRIEVANCE RESOLUTION POLICY.** A Grievance Resolution policy, in a form consistent with the requirements of USA Hockey and CAHA, shall be adopted and approved by the Board of Directors.

ARTICLE XVIII. EMERGENCY BYLAWS

1. **EMERGENCY BYLAWS.** The Emergency Bylaws provided in this Article XVIII shall be operative during any emergency in the conduct of the business of RMHF resulting from a catastrophic event preventing the formation of a quorum of the Board of Directors, notwithstanding any different provision in the preceding Bylaws. To the extent not inconsistent with the provisions of this Article XVIII, the Emergency Bylaws shall remain in effect during such emergency.
2. **DURING AN EMERGENCY.**
 - a. Any Executive Officer of RMHF may call a meeting of the Board of Directors. Notice of the time and place of the meeting shall be given by the person calling the meeting to such of the Directors as it may be feasible to reach by any available means of communication. Such notice shall be given at such time in advance of

- the Meeting as circumstances permit in the judgment of the person calling the meeting.
- b. At any such Meeting of the Board of Directors, a quorum shall consist of the number of Directors in attendance at such meeting.
 - c. The Board of Directors, either before or during any such emergency, may, effective during such emergency, change the principal office or designate several alternate principal offices or regional offices, or authorize the Executive Officers to do so.
 - d. The Board of Directors, either before or during any such emergency, may provide, and from time to time modify, lines of succession in the event that during such an emergency any or all Directors, officers or agents of RMHF shall for any reason be rendered incapable of discharging their duties.
 - e. No Directors, officer or employee acting in accordance with these Emergency Bylaws shall be liable on the ground that the action was not an authorized corporate action.
 - f. These Emergency Bylaws shall be subject to repeal or change by further action of the Board of Directors, but no such repeal or change shall modify the provisions of the preceding paragraph with regard to action taken prior to the time of any such repeal or change. Any amendment of these Emergency Bylaws may make any further or different provision that may be practical and necessary for the circumstances of the emergency.

ARTICLE XIX. MISCELLANEOUS PROVISIONS

- 1. **ADMINISTRATIVE SUPPORT.** The Board of Directors may approve the hiring or contracting of one or more administrators to support RMHF business and activities.
- 2. **AMENDMENTS.** The Board of Directors shall have the power to make, alter or repeal, from time to time, these Bylaws, and the new or amended Bylaws may be adopted at a Meeting at which at least **five-sixths (5/6)** of Members are in attendance and where at least **four-fifths (4/5)** of the votes cast by Members in attendance are in favor of amendment, notwithstanding any other provision of these Bylaws regarding quorums or voting to the contrary. The President will provide at least fifteen (15) days notification of the intent to present amendments to the Bylaws to the Board of Directors. Where other law requires that action be taken by a higher percentage vote of the Board of Directors, then the Bylaws cannot be amended except by a vote of that required percentage.
- 3. **NON-DISCRIMINATION.** RMHF does not and shall not discriminate on the basis of race, color, religious belief, sex or national origin, consistent with the requirements of the Amateur Sports Act of 1978, as amended.

4. **EFFECTIVE DATE.** These Bylaws shall become effective upon the adoption by the Board of Directors of RMHF.
5. **BOOKS AND RECORDS.** RMHF shall keep at its principal office complete and correct records and books of account, and shall keep minutes of the proceedings of the Board of Directors or any committee appointed by the Board of Directors. All books and records of RMHF may be inspected by any Director or Member, or his or her agent or attorney, for any purpose and at any reasonable time. The books of account shall be independently audited at any time deemed necessary by the Board of Directors.
6. **FISCAL YEAR.** The fiscal year of the RMHF shall begin July 1st and end June 30th of the following year, and may be changed, as the Board of Directors shall at any time determine.
7. **AGENCY COMPLIANCE.** RMHF shall remain in compliance with all applicable Federal, State and local agencies.

IN WITNESS WHEREOF, the undersigned hereby certifies that the foregoing is a true and correct copy of the **BYLAWS OF THE ROCKY MOUNTAIN HOCKEY FEDERATION**, adopted in accordance with Colorado law by the Board of Directors on the 24th day of July, 2025.

Secretary, Rocky Mountain Hockey Federation