

BYLAWS for MONUMENT TIER HOCKEY LLC

DBA: Colorado Rampage Tier 1 Hockey

Monument Tier Hockey LLC, a Colorado limited liability company, hereby adopts these Bylaws as follows:

Bylaw I – Name

This organization is named MONUMENT TIER HOCKEY LLC (“MONUMENT TIER HOCKEY” or “the Company”) and is a member of the Colorado Amateur Hockey Association (“CAHA”), as affiliated with the Amateur Hockey Association of the United States (“AHAUS”), which is also known as USA Hockey. Monument Tier Hockey teams shall compete in CAHA/USAH events as: Colorado Rampage Tier 1 Hockey.

The name and any official logo of MONUMENT TIER HOCKEY are proprietary and shall not be used, reproduced or altered unless expressly authorized by the MONUMENT TIER HOCKEY Board of Advisory Directors (the “Board”).

Bylaw II – Duration

The Company was formed on August 1, 2024, in Colorado (the “Effective Date”) and shall have perpetual existence. The Colorado Rampage Tier 1 hockey operations were purchased by MONUMENT TIER HOCKEY in August of 2024. The Colorado Rampage Tier 1 hockey operations have been in existence since 2002 and are now a completely separate entity from the Colorado Rampage Hockey Association, a Colorado nonprofit corporation.

Bylaw III – Purposes and Powers

1. Purposes. The Company was formed to foster national or international sports skill development. The Company intends to foster national or international amateur sports schooling (without provisions for athletic facilities or equipment) by subscribing to the stated purpose as follows:

- *To develop and promote amateur hockey at youth levels for both participants and spectators in Colorado in accordance with the core values of CAHA and USA Hockey, including sportsmanship, respect for the individual, integrity, pursuit of excellence, enjoyment, loyalty and teamwork.*
- *To enrich the lives of our athletes through the sport of hockey. preparing athletes for their next step in hockey, as well as their next step in life outside the rink, will continue to be our steadfast mission for our members and athletes.*

2. Powers. In furtherance of the foregoing purposes, the Company shall have and may exercise all such powers as are expressly or impliedly conferred upon an LLC organized under the laws of the State of Colorado, except as limited by the Articles of Organization or Bylaws.

3. Status. MONUMENT TIER HOCKEY is unique in that we are not a nonprofit corporation and have not applied to be a tax-exempt entity. The Company is a for-profit LLC. However, our commitment and responsibility to honor youth sport is entirely aligned. Nothing contained in these Bylaws shall be interpreted to imply or require that any person referred to herein as holding or participating in any class of membership shall be an owner or holder of equity securities of the Company. All such ownership matters shall instead be addressed in the Operating Agreement of the Company dated August 1, 2024, as may be amended from time to time (the “Operating Agreement”). Any conflict between these Bylaws and any provision of the Operating Agreement shall be controlled entirely by the provision of the Operating Agreement.

Bylaw IV – Membership

Participation and input in the activities of the Company shall be allowed by membership only. Membership activities, their rights, responsibilities and authority are defined in the following sections of these Bylaws. This Company shall have five classes of members: Players; Parents, Guardians or Individual Sponsors; Associate Members; Honorary Members; and Advisory Directors. The various types of membership shall be obtained and shall have those rights as follows:

1. **Player Members.** This type of membership shall be automatic for every registered player whose registration fee(s) and tuition has been fully paid. This type of membership shall exist for a term of up to the end of the USA Hockey Season (after nationals). Tuition for such membership shall be as established by the Board of Advisory Directors. Player Members shall have the opportunity to express views (subject to any limitations which the President may impose) at any member's meetings but shall have no right to vote.
2. **Parents, Guardians or Individual Sponsor Members.** The parents of any players or any individual who sponsors a player by paying that player's charges, fees and tuition shall constitute a Parent or Individual Sponsor Member upon registration with the Company. This type of membership shall exist for a term of up to one year ending on June 30 of each year. Parent or Individual Sponsor Members shall be entitled to express views (subject to any limitations which the President may impose) at any meetings of the members but shall have no right to vote (except as set forth in Article V., Section C. below).
3. **Associate Members.** Associate membership shall be available to those contributors, referees, coaches, and other persons who donate their time, efforts, services or resources on behalf of the Company and who meet such qualifications as the Board of Advisory Directors establish. Associate Members shall be entitled to express their views (subject to any limitations which the President may impose) at any meeting of the members or directly to the Board of Advisory Directors and/or Advisory Committee in writing but shall have no right to vote.
4. **Honorary Members.** Honorary Members shall consist of those persons who the Board of Advisory Directors wishes to recognize for significant and extraordinary contribution to the Company. Honorary Members shall be publicly recognized in some form unless that person requests otherwise. This type of membership shall exist for terms as set forth by the Board of Advisory Directors. In addition, Honorary Members shall have all rights and privileges of Associate Members and shall have no right to vote.
5. **Advisory Directors.** All Advisory Directors shall automatically be members of the Company for their term of office with full rights to express views and vote in addition to those rights inherent to their offices.
6. **No Ownership of the Company Implied.** Notwithstanding the references to Player Members, Parents, Guardian or Individual Sponsor Members, Associate Members, Honorary Members and Advisory Directors, none of the above shall be deemed to be an owner or equity holder of the Company. All such ownership matters shall instead be addressed in the Operating Agreement of the Company dated August 1, 2024, as may be amended from time to time.
7. **Rights and Responsibilities**
 - A. All persons making application to the Company on behalf of any youth shall present proof of player's age as required by USA Hockey and CAHA to the Registrar before a player is placed on a team.
 - B. Any player or parent who willfully gives false information regarding application to any Company team may be subject to immediate suspension for up to one year.
 - C. A player's parent or guardian must sign the annual registration form before a player is eligible to participate in any Company activities.

D. All persons making application to the Company on behalf of any youth shall present proof of player's current registration with USA Hockey to the Registrar before a player is admitted on the ice for any Company function.

E. All persons making application to the Company on behalf of any youth shall present to the Registrar proof of personal Health/Accident insurance including the name of the carrier and the policy number.

F. Players over the age of 18 are eligible to make application on their own behalf.

G. Any member who fails to pay registration fees and/or tuition by the set due date shall be immediately suspended until fees and tuition are paid. Said registration fees, tuition and due dates shall be established by the Board of Advisory Directors and stated on the registration application or on periodic billings.

H. It is the duty and responsibility of each and every member to participate in designated and/or mandated fundraising activities, rink maintenance or upkeep, or other activities beneficial to the Company as established by the Board of Advisory Directors.

8. Disciplinary Action

A. In order to preserve as far as possible the integrity of amateur hockey, any legal action taken by a member or other individual, before all of the procedures, remedies and authority of the Bylaws of this Company has been exhausted, shall constitute inappropriate conduct and such member may be subject to immediate disqualification and indefinite suspension. Only after the exhaustion of all administrative remedies set forth herein may a member initiate mandatory arbitration before the Judicial Arbitrator Group in Denver, Colorado ("JAG"), such arbitration to be the sole and binding forum for any and all disputes involving a member and the Company (except as otherwise required by the USA Hockey Bylaws). No other legal proceeding or action of any kind shall be permitted.

B. A member may be disciplined, including but not limited to suspension or expulsion from the Company and from any further participation in its affairs for actions or conduct detrimental to MONUMENT TIER HOCKEY, as established by the Code of Conduct.

C. Except as otherwise required by the USA Hockey Bylaws (in which event the Board shall follow the policies and procedures established by USA Hockey), any member disciplined shall have the right to appeal said discipline to the Board of Advisory Directors by submitting a written Notice of Appeal within ten (10) days of the date the Notice of Discipline is posted. The Notice of Appeal shall contain a brief statement of the basis for the appeal, a list identifying any member, player or other individual with personal knowledge of the event(s) or circumstances relating to the conduct at issue, and whether or not an Appeal Hearing is requested. The Notice of Appeal shall be sent by mail. The discipline that is the subject of the Notice of Appeal shall remain in full force and affect throughout this appellate process. If a written Notice of Appeal is not received within the required 10-day period, the Decision shall be final.

D. If an Appeal Hearing is requested, the Board of Advisory Directors may convene a special meeting, hear the appeal at its next regularly scheduled meeting or appoint an ad-hoc committee of no fewer than 3 current Advisory Directors and/or Officers to hear the appeal. The disciplined member shall have the right to attend the Appeal hearing and present evidence, including oral testimony from any individual identified in the Notice of Appeal. The President of the Board (or person so acting as President of the Board) shall have sole discretion in scheduling the Appeal Hearing, the decision to appoint an ad-hoc committee and in the appointment of the Hearing Officer who shall conduct the Appeal Hearing. The Hearing Officer shall be a member in good standing and not directly involved in the event(s) circumstances relating to the conduct, which is the subject of the discipline being appealed. The Hearing Officer shall be solely responsible for the order and presentation of the evidence at the Appeal Hearing, including any oral testimony or other matter relating to the conduct of the Appeal Hearing. The Hearing Officer shall not have a vote regarding the outcome of the Appeal Hearing as that authority rests exclusively with the Board.

E. Except as otherwise required by the USA Hockey Bylaws (in which event the Board shall follow the policies and procedures established by USA Hockey), the Board shall render its decision on the Appeal by issuing a Notice of Decision at or before its next regularly scheduled meeting following the conclusion of the Appeal Hearing. If an Appeal Hearing is not requested, the Board may render its decision by issuance of a Notice of Decision at the meeting during which the Notice of Appeal is considered or at, or before, its next regularly scheduled meeting. The Board may affirm, rescind, modify or otherwise address the subject discipline in its Notice of Decision. The Notice of Decision shall be sent by registered mail, return receipt requested. Any demand for Arbitration shall be made in writing to JAG within 14 days of the issuance of the Notice of Decision.

F. Arbitration shall be before one JAG arbitrator. The member and the Company will select the arbiter. If the member and the Company cannot agree on an arbiter, JAG shall appoint a qualified arbiter. The costs and expenses of the arbitration, including the fees of the arbitrator, shall be shared equally by the member and the Company.

G. The Company extends its authority for player suspension for the purpose of maintaining team discipline. Such authority provides for the disqualification or suspension of any player registered with the Company subject to the following provisions:

H. Any person participating in good faith in the making of a complaint or appeal, or participating in any investigative, administrative or appellate proceeding pursuant to these Bylaws shall be immune from any liability, civil or criminal, that otherwise might result by reason of aforementioned participation.

I. Any discipline imposed pursuant to these Bylaws, as well as any information relating thereto, may be shared with or communicated to governing organizations, including but not limited to USA Hockey and the CAHA.

9. Registration Rules

A. Any player that has been registered with another CAHA affiliate and requests a transfer to the Company must present to the Company a written statement claiming the reason for requesting a transfer to this Company and a written financial release from his/her old organization and/or association to the Company.

B. The Company's Board of Advisory Directors shall have exclusive authority to accept or reject, in its absolute and sole discretion, any transfer request.

C. Registration fees and tuition must be paid by the due date(s) set by the Board. The Company may charge a reasonable fee to process any returned check.

D. Registration fees and tryout fees are not refundable and are not considered part of the tuition.

E. Prorated refund of total tuition will be graded upon receipt of written program withdraw request resulting in removal from USA Hockey Roster according to a schedule determined and posted by the Board as part of the Company's policies and procedures. If a separate schedule is not posted by the Board in its policies and procedures, the following schedule shall apply:

80% refund if withdraw request received before September 15
60% refund if withdraw request received before October 15
40% refund if withdraw request received before November 15
20% refund if withdraw request received before December 15
0% refund if withdraw request received on or after December 15

F. No player under suspension for non-payment of fees or tuition may participate in practices or games or any other team or Company event.

G. The Board may institute additional fees, such as a “new member fee” or general assessment, to address past, present or future costs, expenses or other liabilities of the Company.

Bylaw V – Governance by Board of Advisory Directors

A. The Board of Advisory Directors (collectively the “Board” or “Board of Advisory Directors” and individually a “Advisory Director or Board Member”) will manage the membership classes, disciplinary matters and registration rules affecting the Company. There shall not be less than three (3) Board Members.

B. Board Members shall be elected by majority approval of the full existing Board. The Board will accept nominations for empty positions, based on criteria established by the Board.

C. In the event there are no Advisory Directors appointed to the Board, the Parents, Guardians or Individual Sponsor Members of the Company shall appoint the minimum required Advisory Directors by secret ballot. The persons receiving the highest total of votes shall be appointed as Advisory Directors.

D. All Advisory Directors shall serve for a period of three (3) years. Each elected Advisory Director shall hold office with no limitation on the number of terms served.

E. The Board of Advisory Directors shall select the President by majority vote of the full Board. The President shall be selected from among the Board members to preside over meetings. The President shall be empowered to submit an agenda and conduct all such meetings.

F. The Board of Advisory Directors shall appoint all committee chairpersons by majority vote as called for in these Bylaws or as deemed necessary by the Board of Advisory Directors.

G. Any member of the Board of Advisory Directors who misses three (3) consecutive regularly scheduled meetings without valid cause (as determined by the Board), may be removed from office with a two-thirds (2/3) vote of the full Board. Upon removal of an Advisory Director, a new Advisory Director (“New Advisory Director”) must be appointed within seven (7) days. A member of the Board may request reinstatement if approved by 2/3 vote of the full Board.

H. The Board of Advisory Directors may remove an Advisory Director, for any reason, upon a two-thirds (2/3) vote of the full Board. Upon removal of an Advisory Director, a New Advisory Director must be appointed within seven (7) days.

I. Except as provided below or otherwise herein, all Board decisions shall be determined by a majority vote of fifty-one percent (51%) of Board members in attendance (in person or by proxy) at a meeting where a quorum is present.

Bylaw VI – Competition

1. The Company is chartered to compete at various age levels and at different divisions as established by USA Hockey and may be altered as amended by USA Hockey rule changes.

2. A season constitutes all scheduled league games. All teams eligible for State, Regional, or National competition will consider such eligibility as part of and a continuation of any season.

3. Company teams shall not participate in any tournaments that directly conflict with any CAHA league game, or State, District, Regional or National Playoff.

4. Any player failing to attend two consecutive scheduled games may be subject to disciplinary action by the Head Coach and/or Advisory Director. Coaches may also establish rules regarding practice attendance or other team matters that are consistent with these Bylaws.

Bylaw VII – Teams, Parents, Players and Coaches

1. Teams

A. Registration of teams and the placement of players on those teams shall be governed by rules established by USA Hockey and CAHA. The Company provides the following limits to team participation:

B. Teams registered by the Company will be declared/determined by the Board of Advisory Directors.

C. The team selection criteria will be determined by the Head Coach subject to approval by the Company and the Board of Advisory Directors.

2. Players

A. A registered player of the Company must be a member and appear on an official USA Hockey registration for the Company. Such players are recognized during all league and post-season games. Player participation within the Company shall be governed by specific rules and Company policies. Players or members of affiliate associations are eligible to participate in Company sponsored activities for training, recreation and friendly exchange. Participation in Company sanctioned events requires the execution of all required registration documents. In addition, participation in CAHA sanctioned events requires that all players appear on a USA Hockey roster, and accepted by CAHA. Participation in a non-CAHA sanctioned, but USA Hockey sanctioned event is subject to CAHA approval and acceptance by the USA Hockey recognized affiliate.

B. Participants are expected to comply with the Company Players Code of Conduct as adopted by the Board of Advisory Directors.

C. MONUMENT TIER HOCKEY will require a release for participating players that will be rostered and competing in tournaments through the process required by CAHA and USA Hockey and through the provided player release forms.

3. Parents

All parents will be subject to the Company Code of Conduct as adopted by the Board of Advisory Directors. These rules cover, but are not limited to, team sanctioned and sponsored activities, off-ice, in-stands, in-dressing room behavior and fundraising activities, which reflect on the entire Company

4. Coaches

A. To the extent reasonably possible, the Company shall provide each team with competent and dedicated coaches. To this end, the Company shall establish and maintain a commitment to training, facilities and support for any member of the Company Coaching Staff (i.e. coaches and assistant coaches). The Company requires that all coaches follow uniform codes of instruction, discipline, certification, and participation, as specified by USA Hockey. In addition, all coaches must follow the USA Hockey Coaches' Code of Conduct, the Company Code of Conduct, and any applicable Company policies.

B. Unless otherwise approved in advance by the Board of Advisory Directors, any coach or assistant coach of the Company (i.e. Associate Member) may not act as a coach, advisor or volunteer for any affiliate of either CAHA or USA Hockey. Any coach or assistant coach must contribute the necessary time, expertise and ability they have available to support the Company and its Members. The Board of Advisory Directors, at their discretion, may establish additional duties for any coach or assistant coach.

C. Any coach or assistant coach (i.e. Associate Member), must immediately notify the Hockey Advisory Director or the Board of Advisory Directors if said coach or assistant coach becomes incapable of fulfilling any required duties.

D. Any coach or assistant coach of the Company (i.e. Associate Member), absent approval by the Board of Advisory Directors, may not receive compensation for a position held, as coach or otherwise, with any junior or professional hockey organization.

E. The Board of Advisory Directors, at their discretion, may initiate a proceeding to remove any coach or assistant coach. The Board of Advisory Directors must give any coach or assistant coach in consideration to be removed at least three (3) days' notice of the location and time of such proceeding.

Bylaw VIII – Safety

The Company is committed to conducting its activities in a safe manner. To that end, the Company may establish any necessary rules to support the individual safety of its players, coaches, volunteers and employees. It is mandatory that all Coaches, Staff, Volunteers, Billets and Board Members complete USA Hockey's SafeSport Training and adhere to the policies provided in the Aces Policies and Procedures/SafeSport Compliance and background checks and screening.

Bylaw IX – Statement of Discipline Policy and Intent

1. It is the policy of the Company that all of its Members, Employees, Coaches and any other individual participating in the activities of the Company exhibit the qualities of good sportsmanship and civil behavior and abide by the Code of Conduct of the Company.

2. It is the intent of the Company to provide a fair and impartial review procedure to determine whether Members have been involved in misconduct while participating in activities sponsored by the Company, USA Hockey, CAHA or any other participating event. An individual is participating in sponsored activity if he or she is a spectator, a volunteer minor game official (time-keeper, score keeper, penalty box supervisor or other off-ice official), a player or coach on an Association team or in attendance at any event sponsored by the Company.

3. When it is found that a Member has violated the Code of Conduct, the Company will discipline the individual in accordance with the procedures and penalties set forth by the Discipline Committee as established in the above Bylaw V Section 5.

Bylaw X Fundraising

The Board of Advisory Directors has the authority to institute a volunteer requirement for the interests of the Company, so long as it complies with all Federal, State and Local laws. Mandated Company-wide fundraising events must be authorized and approved by the Board of Advisory Directors.

Bylaw XI Miscellaneous

1. Transactions Involving Advisory Directors or Officers. No contract or other transaction between the Company and any person, firm, partnership, business or other Company and no other act of the Company shall, in the absence of fraud, in any way be affected or invalidated by the fact that any of the Advisory Directors or officers of the Company are pecuniarily interested therein, or are Advisory Directors or officers of such other Company, firm, person, partnership or business.

2. Waiver of Notice. Whenever any notice is required to be given by these Bylaws, or any of the Company laws of the State of Colorado, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

3. Fiscal Year. The fiscal year shall end at the end of April of each year.

4. CAHA Affiliation. The Company agrees to assist 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 CAHA, within and upon its members and/or within its jurisdiction.

Bylaw XII Amendments

The Board of Advisory Directors reserves the right from time to time to amend, alter, change or repeal these adopted Bylaws as provided herein.

Bylaw XIII Effect and Approval

These adopted Bylaws were approved by a vote of the Board of Advisory Directors as of the date listed hereafter. Amendments or revisions of these rules shall be effective immediately unless otherwise specified at the time of adoption.

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