

# **CONSTITUTION OF THE ELITES GYMNASTICS CLUB**

## **ARTICLE 1 - NAME**

The name of the Club shall be **ELITES GYMNASTICS CLUB** and shall hereinafter be referred to as “the Club”.

## **ARTICLE 2 - DEFINITIONS**

- (a) Members will be defined as any persons who have paid the fees set by the Club or Manitoba Gymnastics Association who can consist of gymnast, coach, executive or board of director. Under age individual members have no vote, but are represented by their legal guardian.
- (b) Voting members will be defined as any executive or board member (whether or not they have a registered gymnast with the Club) and to members voting on behalf of their children who are members of the Club.

## **ARTICLE 3 - MEMBERSHIP WITH MANITOBA GYMNASTICS ASSOCIATION**

- (a) The Club shall be a member of the Manitoba Gymnastics Association, hereinafter referred to as MGA.
- (b) The Club shall pay such fees and such other charges as shall be required of clubs by MGA.

## **ARTICLE 4 - PURPOSE**

- (a) The purpose of the Club shall be to encourage the instruction, practice, enjoyment and advancement of its members in all aspects of the sport of gymnastics.
- (b) The Club shall operate in a manner so as to be a positive influence on its members with regards the sport of gymnastics.

## **ARTICLE 5 - OBJECTIVES**

- (a) The Club shall provide a safe environment for its members.
- (b) The Club will accept the idea of and conduct itself in a sportsmanlike manner.
- (c) The Members will encourage the on-going planning and future development of the Club.
- (d) The Executive and Members will continue to promote the sport of gymnastics.

## **ARTICLE 6 - MEMBERSHIP**

- (a) Membership in the Club shall be open to all, irrespective of sex, age, creed or colour.
- (b) All members shall uphold, observe and conform to the rules of MGA, the articles of this constitution and such regulations as set forth from time to time by the Executive of the Club or the MGA.
- (c) To be considered in good standing, all members of the Club must pay club fees as are stipulated by the club Executive. Members will not be permitted to take part in any club activities if these fees are not paid within thirty days of the date set for payment. Members in arrears shall be considered as having terminated their membership with the Club.
- (d) To register for any competition, all fees with the Club must have already been paid in full.
- (e) Fees, age limits for classes, gym rules and class hours shall be decided by the Executive from time to time.
- (f) The Executive may, by written notice, terminate membership of a member for acting contrary to the rules and regulations of the Club. The Executive shall give to the individual a written explanation for the termination of membership on request. The individual, if he/she so desires, shall have the right of appeal to the Executive and to a General meeting of the members. All gymnast and parent members must conform to the Parents' and Gymnasts' Code of Conduct signed at the beginning of the Club year (see Addendum B). All coaching members, volunteers and Executive members must conform to the Coaches' Code of Conduct signed at the beginning of the Club year (see Addendum B).
- (g) Club Registration refunds shall be given on or before 14 days of the original start date of the session. Refunds will not include the Administration or MGA Fee's.

## **ARTICLE 7 - INDEMNIFICATION**

Every Director or Coach of the Club or other person who has undertaken or is about to undertake any liability on behalf of the Club, and their heirs, executors and administrators, and estate and effects, respectively, shall from time to time and at all times, be indemnified and saved harmless out of the funds of the Club from and against:

- (a) all costs, charges and expenses which such director, officer or other person sustains or incurs in or about any action, suit or proceedings which is brought, commenced or prosecuted against him or her, or in respect of any act, deed, matter or thing whatsoever, made, done or permitted by him or her, in or about the execution of duties of their office or in respect of any such liability.

- (b) all other costs, charges and expenses which he or she sustains or incurs in or about or in relation to the affairs thereof, except such costs, charges or expenses as are occasioned by his or her own wilful neglect or default.
- (c) The Club shall participate in the MGA insurance program.

### **ARTICLE 8 - CODE OF ETHICS**

To create and maintain a positive and successful learning environment, all stakeholders involved in our sport (athletes, parents, coaches, officials and volunteers) must share a common vision and understanding of their role as their actions ultimately contribute to, or undermine, the existence of a positive sport environment. Therefore, all members of the Club must abide by the Club's Code of Conduct (see attached Addendum A).

### **ARTICLE 9 - COMPLAINTS**

In the event a member of the Club initiates a written complaint against a coach, athlete, parent, executive, board member or volunteer, the following policy shall be followed. Upon a written complaint being received, the Executive of the Club will investigate the complaint. If an amicable resolution cannot be reached, the Executive of the Club will consult the MGA for assistance in the matter. If an amicable resolution can still not be reached, the Executive of the Club will consult with the Canadian Sports Federation.

### **ARTICLE 10 – EXECUTIVE & BOARD OF DIRECTORS**

- (a) The general management of the Club shall be vested in an Executive Committee consisting of:
  - i. Immediate Past-President
  - ii. President
  - iii. Vice-President
  - iv. Secretary
  - v. Treasurer
  - vi. Coaching Representative

All of the above, with the exception of the Past-President and Coaching Representative, shall be elected every one year at an Annual General Meeting. The Past-President shall be a non-voting position. The Coaching Representative shall be the Head Coach as hired by the Club. In the event the Head Coach is unable to fulfill duties as a representative on the board, he or she may relinquish this authority to another duly appointed coach within the Club with minimum Level 1 certification.

- (b) The Board of Directors shall consist of the elected Executive members and the following elected positions:
  - i. Fundraising Coordinator
  - ii. Future Growth Coordinator

- iii. Public Relations
  - iv. Class Rep Coordinator
  - v. Volunteer Coordinator
- (c) The Board of Directors shall hold office until the close of the meeting at which their successors have been duly elected at the Annual General Meeting.
  - (d) Casual vacancies occurring in the Executive may be filled by members appointed through a majority vote of the Executive, or in the case of the Coaching Representative, the replacement coach.
  - (e) The roles and responsibilities of each Executive and Board position are attached as Schedule A, and may be amended from time to time at the discretion of the Board. Such amendments will not be deemed to be changes to the Elites Constitution and may be approved at a regular Board meeting.
  - (f) A majority of the Executive and Board of Directors shall be Canadian citizens within the meaning of the Canadian Citizenship Act.

#### **ARTICLE 11 - MEETINGS**

- (a) Rules of order for all meetings, general and executive, shall be outlined in “Roberts Rules of Order” in all cases they are applicable and consistent with the articles of this constitution.
- (b) The quorum of the Executive Committee shall consist of three members of the Executive, including the President. In the event of a tie vote, the President shall be the deciding vote. The quorum of the Board of Directors meeting shall consist of a majority of the Board members, including the President. In the event of a tie vote, the President shall be the deciding vote.
- (c) If a Board member is absent for more than two consecutive scheduled meetings, without good cause and without prior notification to the President or Secretary, then that office may be declared vacant by a majority vote of the Executive.
- (d) An Annual Meeting shall be held within thirty days of the close of the regular gymnastics season. Other general meetings may be held from time to time upon request of the Executive or upon written request of fifty percent plus one members of the Club. A quorum for an Annual General Meeting or Special Meeting shall be ten percent of the Club members.
- (e) Notice of all Annual General Meetings and Special Meetings shall be given seven days in advance to each eligible voting member. The notice shall include the time and place of the meeting, the agenda, and full details of any proposed amendments to the Constitution.
- (f) Voting at Annual General Meetings shall be restricted to the Executive members (who may or may not have a registered gymnast with the Club), and to members voting on behalf of their children who are members of the Club. Voting shall be restricted to one vote per family, regardless of how many children are in the family. Any individual may only carry one vote.



**ADDENDUM A to the Constitution of**  
**The Elites Gymnastics Club**  
**CODE OF CONDUCT**  
**FOR CLUB COACHES, BOARD MEMBERS AND VOLUNTEERS**

**The essence of good ethical conduct and practise is summarised below. All Club Coaches, Members, Board Members and Volunteers must:**

- Consider the well being and safety of participants before the development of performance.
- Develop an appropriate working relationship with gymnasts based on mutual trust and respect.
- Not coach above the level of your qualification that you have, unless under the supervision of a more senior coach. As a coach you should be aware of your own limitations.
- Make sure all activities are appropriate to the age and experience of those taking part and ensure all participants are suitably prepared physically and mentally when learning new skills.
- Display consistently high standards of behaviour and appearance, dressing suitably and not using inappropriate language at any time whilst involved with club activities.
- Never consume alcohol immediately before or during training or events.
- Obtain prior agreement from parent or guardian of gymnasts before transporting them anywhere, preferably in writing ie. training or competitions.
- You must have mutual guardian consent to have gymnasts stay overnight at your home.
- Always report any accidents, referrals or disclosures immediately, following the appropriate guidelines set out in the Child Protection policy.
- Never condone rule violations or use of prohibited substances.
- Make sure that confidential information is not divulged unless with the express approval of the individual concerned.
- Promote the positive aspects of the sport ie. fair play.
- Encourage gymnasts to value their performances and not just results.
- Follow guidelines laid down by Elites Gymnastics and presented in the gym.
- Wear **NO JEWELLERY WHAT SO EVER** including ear studs or body piercing adornments any time during training or competitions. This constitutes a safety hazard and Elites and their insurers have made it a no-tolerance policy. The only exception to the rule is the wearing of plain wedding bands.
- If in doubt about a gymnastic skill, ask a senior coach.
- Be punctual at all classes, training and competitions. Always phone in good time if you are going to be late, or cannot attend.

**Please read and follow this code for both your and the gymnasts well-being and enjoyment.**

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Coach/Volunteer/Executive Member

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President

**ADDENDUM B to the Constitution of  
The Elites Gymnastics Club**

**PARENTS' CODE OF CONDUCT**

- If your child is expected to be away longer than 2 weeks, please let the Club know.
- Gymnasts should arrive a few minutes before the start of training. All gymnasts should attend and take part in the warm up. It is an essential part of the training that helps the prevention of injury. Your child may be asked to sit out of the class if the class has already started.
- Please do not drop off your own, or other children, early to watch the classes unattended. The Club cannot be responsible for these children until they enter the gym.
- Please ensure you are punctual collecting your children and remind them that they **must** wait in the building until collected.
- Please advise the Club of any change of circumstances, i.e. medical, change of address, phone number
- Remember that children participate in this sport for their benefit, not yours.
- Encourage children to participate, do not force them.
- Focus on the child's efforts and performance rather than winning or losing.
- Remember that children learn best by example.
- Respect coaches' and other officials' decisions and teach children to do likewise.
- Show appreciation of volunteers, coaches, officials and administrators. Without them, your child could not participate.
- Criticism of other people's children / coaches can be upsetting to all and is frowned upon by this club. Please refrain from doing so.
- Any problems regarding your child, please speak directly to the Head Coach or an Executive member.
- Encourage. Don't criticise.
- In the case of absence, a message should be left with the Club, prior to the start of the training session.

**GYMNASTS' CODE OF CONDUCT**

- Gymnasts must wear a one-piece gymnastic leotard (not a swim suit or a dance suit with narrow shoulder straps). Tracksuits and/or t-shirts may be worn during the warm up period, but **must be removed** for the rest of the training session, as they constitute a danger to both the gymnast and the coach. Shorts over gysmsuit is acceptable but must be fitted (like tights). Boys may wear shorts and a t-shirt through Cangym Levels 1-4, however must wear a proper gymnast suit once they reach level 5 or higher.
- No jewellery whatsoever, including ear studs or body piercing adornments to be worn at anytime during training or competition. This constitutes a safety hazard and Elites and their Insurers have made it a no-tolerance policy.
- Hair must be neatly tied up, out of the gymnast's face.

- An Elites Club gym suit and track suit must be worn for all competitions, purchased through the club.
- Gymnasts are expected to attend every scheduled training session. Gymnasts are encouraged not to miss training except for serious reasons (illness, medical appointments etc).
- Gymnasts or Parents should inform their respective coach of any planned absence or holidays as soon as possible, as competitions are all year round. Their training is planned out for these competitions. One week away from the gym can set back training.
- In the case of illness, a message should be left with the Club, prior to the start of the training session.
- Gymnasts with an injury may still attend training sessions and work around this injury to ensure their flexibility and strength is kept up. A long period of time off can also affect the gymnast socially as well as physically. Please communicate with your child's coach.
- Please ensure that your child's coach is present, or expected, before you leave.
- Gymnasts should arrive a few minutes before the start of training for preparation. All gymnasts should attend the warm up. It is an essential part of the training that helps the prevention of injury.

#### **GYMNASTS MUST:**

- Show respect to coaches, judges, officials and other gymnasts.
- Follow the instructions of her coach quickly and exactly.
- Support and encourage her teammates.
- Always train with a positive attitude.
- Attempt to do every move with good form.
- Take care of the Club's equipment.
- Take pride in their Club and make sure that they do their part in keeping the gym clean and tidy.

\_\_\_\_\_  
Parent

\_\_\_\_\_  
Gymnast

\_\_\_\_\_  
Coach

#### **WAIVER**

- I/We understand that as a parent/guardian of the above gymnast, I will support the Elites Gymnastics Club. I also understand my participation in fundraising activities is necessary in order to keep costs down and to purchase/upgrade equipment as necessary.
- I/We understand and agree to provide a minimum hours of Volunteer Duty (per family). This requirement ensures the smooth operation of the Elites Gymnastics Club and a successful hosting of their annual competition.
- I/We, the undersigned, acknowledge that the risk of injury is inherent to participation in sports and recreational activities. The choice to participate brings with it the assumption of those risks and results which are part of these activities. If your child is experiencing an injury, your child will not be participating in the class.



- I/We understand that the rules and regulations are designed for the safety and protection of the participants and hereby undertake to abide by the rules and regulations.
- I/We understand that the groups are initially split by age and then refined by skill and ability assessments that take place in the first few classes. Any requests for friends to be with friends will not be accommodated, and if friends end up together in a group it is by chance.
- I/We agree the Elites Gymnastics Club, it's coaches, board members, or volunteers, shall not be liable for any injury to my person, or loss or damage to my personal property arising from or resulting from participation in these activities unless such injury, loss or damage is caused by the sole negligence of the club, coaches, volunteers, or agents while acting within the scope of their duties.
- I/We also understand that this personal information will only be disclosed to the appropriate sport association(s) or sport umbrella group, coach(es), and manager(s) as is reasonably required in order to conduct the program.
- I/We understand that there is limited viewing space available at the facility. Only one parent/guardian will be able to attend, if necessary, for ages 5+. Children in the Kindergym program requires one parent/guardian to stay in the facility
- I/We agree that my child's photo/video may be taken and name may be used for social media publications as well as for training purposes. The Elites Gymnastics Club will not release photos/videos or names to any outside source not associated with Club activities. **Initial \_\_\_\_\_**
- I/We understand that there are Non-Refundable Fees included in our Registration Fee. All Non-Refundable Fees will be subtracted from the Registration Fee if a refund is requested on or before 13 days of the Club's original start date, no exception.
- ***I/WE have read this consent agreement and the Gymnast and Parent Codes of Conduct and hereby consent to participate:***

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

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

**INFORMED CONSENT AND ASSUMPTION OF RISK AGREEMENT**

*(To be executed by Participants **under 18 years old**)*

**WARNING! Please read carefully**

**By signing this document, you will assume certain risks and responsibilities**

**Participant's Name:** \_\_\_\_\_  
(Please Print)

**Date of Birth:** \_\_\_\_\_  
(Month, Day, Year)

1. This is a binding legal agreement. Clarify any questions or concerns before signing. As a participant in the sport of gymnastics and the spectating, orientation, instruction, activities, competitions, programs, and services of Elites Gymnastics and Manitoba Gymnastics Association (collectively the "Activities"), the undersigned, being the Participant and the Participant's Parent/Guardian (collectively the "Parties"), acknowledge and agree to the terms outlined in this document.

**Disclaimer**

2. Elites Gymnastics, Manitoba Gymnastics Association, and their respective Directors, Officers, committee members, members, employees, coaches, volunteers, officials, participants, agents, sponsors, owners/operators of the facilities in which the Activities take place, and representatives (collectively the "Organization") are not responsible for any injury, property damage, death, expense, loss of income, damage or loss of any kind suffered by the Participant during, or as a result of, the Activities.

*We have read and agree to be bound by paragraphs 1 and 2*

### **Description and Acknowledgement of Risks**

3. The Parties understand and acknowledge that:
- a) The Activities have foreseeable and unforeseeable inherent risks, hazards, and dangers that no amount of care, caution or expertise can eliminate, including without limitation, the potential for serious bodily injury, permanent disability, paralysis, and loss of life.
  - b) The Organization may offer or promote online programming (such as webinars, remote conferences, workshops, and online training) which have different foreseeable and unforeseeable risks than in-person programming.
  - c) The Organization has a difficult task to ensure safety and it is not infallible. the Organization may be unaware of the Participant's fitness or abilities, may give incomplete warnings or instructions, may misjudge weather or environmental conditions, and the equipment being used might malfunction; and
  - d) The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization and COVID-19 is extremely contagious. The Organization has put in place preventative measures to reduce the spread of COVID-19; however, the Organization cannot guarantee that the Participant will not become infected with COVID-19. Further, participating in the Activities could increase the Participant's risk of contracting COVID-19.
4. The Participant is participating voluntarily in the Activities. In consideration of that participation, the Parties hereby acknowledge that they are aware of the risks, dangers and hazards and may be exposed to such risks, dangers, and hazards. The risks, dangers and hazards include, but are not limited to:
- a) Contracting COVID-19 or any other contagious disease.
  - b) Privacy breaches, hacking, technology malfunction or damage.
  - c) Executing strenuous and demanding physical techniques and exerting and stretching various muscle groups.
  - d) Vigorous physical exertion, strenuous cardiovascular workouts, and rapid movements.
  - e) The failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment or apparatus.
  - f) Failure to follow instructions or rules.
  - g) Spinal cord injuries which may render the Participant permanently paralyzed.
  - h) Serious injury to virtually all bones, joints, ligaments, muscles, tendons, and other aspects of the Participant's body or to the Participant's general health and well-being.
  - i) Abrasions, sprains, strains, fractures, or dislocations.
  - j) Concussion or other head injuries, including but not limited to, closed head injury or blunt head trauma.
  - k) Physical contact with other participants, spectators, equipment, and hazards.
  - l) Collisions with walls, any gymnastics apparatus, floors, or mats.
  - m) Falling, tumbling, or hitting any gymnastics apparatus, the floor, mats, or other surfaces.
  - n) Physical contact with other participants (including spotters).
  - o) Not wearing appropriate safety or protective equipment.
  - p) Failure to act safely or within the Participant's ability or designated areas.
  - q) Negligence of other persons, including other spectators, participants, or employees; and
  - r) Travel to and from competitive events and associated non-competitive events which are an integral part of the Activities

*We have read and agree to be bound by paragraphs 3 and 4*

### **Terms**

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

**Jurisdiction**

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

*We have read and agree to be bound by paragraphs 5 to 7*

**Acknowledgement**

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

\_\_\_\_\_  
Name of Parent or Guardian (print)

\_\_\_\_\_  
Signature of Parent or Guardian

\_\_\_\_\_  
Date

## Schedule A

Immediate Past-President (non-voting position)  
President  
Vice-President  
Secretary  
Treasurer  
Coaching Representative  
Fundraising Coordinator plus 3 Committee members  
Future Growth Coordinator  
Public Relations  
Volunteer Coordinator  
Class Representative Coordinator plus Committee members

The **President** shall act as chairman of all executive and general meetings. In his/her absence, this duty will be filled by the Vice-President. The President shall be an ex-officio member of all committees. The President shall ensure all policies, procedures and directives of the Board of Directors committees are properly implemented. The President shall be responsible for dealing with Member Registration and all communications with MGA.

The **Vice-President** shall in the absence or disability of the President, assume all the responsibilities of the President. The Vice-President shall take direction from the President and Board of Directors committees to carry out the day-to-day operations of the Club. The Vice President shall also be responsible for tracking and recording all volunteer activities to ensure volunteer bonds are met in conjunction with the Treasurer.

The **Treasurer** shall be responsible for the safe control of all Club funds, for preparing and submitting to the Executive an annual budget and keeping such records as required for audit. All cheques and legal documents shall be signed by the President or Vice-President or Treasurer. The Treasurer shall bring forth a budget to the Executive board before ordering/purchasing. Budgets shall be categorized in groups such as; Competition, Windup, Equipment (including first aid supplies), Coaches (including wages, office supplies, competition wages/milage and hotels, misc.), Office expenditures (including office supplies, board meetings, misc.) and Other (including phone, internet, septic, MGA insurances and registrations, misc.).

The **Secretary** shall issue all notices for executive or general meetings and shall take minutes at all meetings. The Secretary shall deal with all correspondence subject to the approval of the President or their delegate.

The **Coaching Representative** shall be a liaison between the Board of Directors and the coaching staff and will advise the Executive on the day-to-day running of classes.

The **Fundraising Coordinator** shall be responsible for organizing fundraising campaigns and keeping track of the fundraising done by each of the Club members to ensure that fundraising bonds are met. This position will Report or attend board meetings to report financial to the Board of Directors. This position will receive help from committee members. The Fundraiser will also report all financial information to the Treasurer with money collection forms. The additional committee members will be non-voting positions.

The **Future Growth Coordinator** shall be responsible for searching out and completing grant applications and arranging for corporate sponsorship for the home competition.

The **Public Relations Coordinator** shall carry out all communications to the members of the Club. They shall also be responsible for submitting advertisement and announcement to local newspapers. Posting approved content on social media platforms as well as the website.

The **Volunteer Coordinator** shall be responsible for tracking and recording all volunteer activities to ensure volunteer bonds are met in conjunction with the Treasurer. They shall also be responsible for contacting people about their bonds with updates or if shifts open up.

The **Class Representative Coordinator** shall be responsible for their committee and bringing forth any questions or news to the board. Committee members will be brought in at the beginning of each year and will be a non-voting position. All class reps are responsible to build relationships with all parents in their class.