

# BY-LAWS OF THE CANADIAN PROFESSIONAL RODEO ASSOCIATION

## 1.00 INTERPRETATION

### 1.01 Definitions

In these By-Laws, the terms hereinafter defined shall, unless the context otherwise requires, have the following meanings:

“**Act**” means the *Canada Not-for-profit Corporations Act* and includes the Regulations thereto.

“**Approved Rodeo**” means a rodeo which has been approved by the Executive as a professional rodeo, and if the rodeo is being held in the United States of America, a rodeo which has been approved by the PRCA as a professional rodeo.

“**Association**” means the Canadian Professional Rodeo Association.

“**Director**” means a member of the Executive.

“**Executive**” means the Board of Directors of the Association.

“**Good Standing**” means a Member or Permit Holder who has paid his annual membership fees and dues and does not appear on the Association suspended list.

“**Major Event**” means a major event as designated by the Executive in accordance with the Rules and Regulations and includes a major optional event.

“**Member**” means any person who has been granted membership in the Association.

“**Permit**” means the document granted by the Association to a Permit Holder entitling the holder to participate in Approved Rodeos subject to the terms, conditions and restrictions upon which the Permit was issued.

“**Permit Holder**” means a person who is not a Member of the Association but who has been granted permission by the Association to participate in Approved Rodeos as provided herein.

“**PRCA**” means the Professional Rodeo Cowboys Association of the United States of America.

“**Regular Member**” means a Member of the Association other than an Honourary Member, Lifetime Member or any other class of Member which may be created by the Association not having all the privileges of a Regular Member.

**“Rodeo Season”** means the year commencing on October 1<sup>st</sup> (any rodeos that start on October 1<sup>st</sup> or later) and ending on September 30<sup>th</sup> or such other consecutive 12 month period as determined by the Executive.

**“Rules and Regulations”** means the rules and regulations of the Association from time to time which govern the activities of the Association, its Members and Permit Holders.

**“Stock Contractor”** means a stock contractor approved by the Association.

## **1.02 Gender, etc.**

Unless the context otherwise requires, words used herein importing the masculine gender shall include the feminine and neuter genders and vice versa and words importing the singular number shall include the plural and vice versa; person shall mean a natural person only; references herein to any agreement, licence or other instrument shall be deemed to include references to such agreement, licence or other instrument as varied or replaced from time to time; and references herein to any enactment or legislation shall be deemed to include references to such enactment or legislation as re-enacted, amended or extended from time to time.

## **1.03 Headings**

The descriptive headings appearing in these By-Laws are inserted for convenience only and do not constitute a part of these By-Laws.

## **2.00**

### **SEAL AND EXECUTION OF INSTRUMENTS**

#### **2.01 Corporate Seal**

The Association shall adopt a corporate seal. The corporate seal adopted by the Association shall be such as may be approved by resolution of the Executive and shall include the name of the Association.

#### **2.02 Execution of Instruments**

Contracts, documents or instruments in writing requiring execution on behalf of the Association may be signed by the President together with the General Manager of the Association; and all contracts, documents and instruments in writing so signed shall be binding upon the Association without any further authorization or formality. The Executive shall have power from time to time to appoint any Officer or Officers, or any person or persons, on behalf of the Association either to sign contracts, documents and instruments in writing generally or to sign specific contracts, documents or instruments in writing.

The corporate seal of the Association may be affixed to contracts, documents and instruments in writing signed as aforesaid or by any Officer or Officers, person or persons, appointed as aforesaid by the Executive but any such contract, document or instrument is not invalid merely because the corporate seal, if any, is not affixed thereto.

The term “contracts, documents or instruments in writing” as used in this By-Law shall include deeds, mortgages, hypothecs, charges, conveyances, transfers and assignments of property, real or personal, immovable or movable, agreements, releases, receipts and discharges for the payment of money or other obligations, conveyances, transfers and assignments of shares, share warrants, stocks, bonds, debentures or other securities and all paper writings.

In particular without limiting the generality of the foregoing, the President together with the General Manager of the Association shall have authority to sell, assign, transfer, exchange, convert or convey any and all shares, stocks, bonds, debentures, rights, warrants or other securities owned by or registered in the name of the Association and to sign and execute (under the seal of the Association or otherwise) all assignments, transfers, conveyances, powers of attorney and other instruments that may be necessary for the purpose of selling, assigning, transferring, exchanging, converting or conveying any such shares, stocks, bonds, debentures, rights, warrants or other securities.

### **3.00 MEMBERSHIP**

#### **3.01 General**

The Directors may issue memberships in accordance with the articles and the conditions set out in these By-Laws and the Rules and Regulations. The classes of membership in the Association and the rights and privileges pertaining to each class of membership including (without limitation) the right to vote shall be as set forth in the articles and this Article 3.00, unless and until otherwise determined by the Members.

#### **3.02 Classes of Membership**

The classes of membership in the Association shall be as follows:

- (a) Regular Members
  - (i) *Eligibility*

The following shall constitute the categories of Regular Member of the Association:

- Contestant Member - A professional rodeo contestant who has fulfilled all the requirements to become a full Member of the Association.
- Stock Contractor Member - Each approved stock contractor shall be entitled to one membership in the Association and shall appoint one person as its representative to exercise the rights of membership.
- Rodeo Committee Member - Each rodeo committee that produces an Approved Rodeo shall be entitled to one membership in the

Association and shall appoint one person as its representative to exercise the rights of membership.

- Contract Personnel Member - A person who provides services in the rodeo arena at Approved Rodeos for which such person receives compensation (which will include, without limitation, rodeo judges, pick-up men, bull fighters, clowns, contract acts, rodeo announcers, **timers and rodeo secretaries**).

(ii) *Rights and Privileges*

A Regular Member has all the rights and privileges as are set out in these By-Laws and the Rules and Regulations including the right to attend and vote at any Annual or Special Meeting of the Association and on any postal ballot.

*Other Requirements*

Each Stock Contractor Member and Rodeo Committee Member must have on file with the Association, the name, address and phone number of the person who will act as its representative to exercise the rights of membership.

Without limiting the generality of the forgoing, unless otherwise determined by the Executive, the Association will determine the representative entitled to exercise membership rights for each Stock Contractor Member and Rodeo Committee Member in the following manner:

(A) Unincorporated Business

- (1) Stock Contractor - the individual whose name appears on the application for membership; and
- (2) Rodeo Committee - the individual whose name appears on the application for rodeo approval.

(B) Corporation Managed by Board of Directors

Any application for membership shall include the named representative, be signed by any two (2) Directors, state the date of the meeting or resolution at which the board of directors appointed its representative and include a copy of the resolution certified by a director or senior officer of the corporation.

The Association must be promptly notified of the death or incapacity of a representative, any change in the named representative or sale or transfer of a business or corporation affecting the named representative. Such

notification shall be given to the Secretary of the Association in a timely manner and must include the newly named representative and the information and certified resolution as aforesaid.

Any changes in the named representative will only be recognized and binding on the Association upon receipt of the written notice and certified resolution as aforesaid.

(b) Lifetime Members

(i) *Eligibility*

A Regular Member in Good Standing who

(A) has paid membership fees and dues for a period of ten (10) consecutive years or has fifteen (15) accumulated years of membership; and

(B) is forty five (45) years of age or over

shall, on application by the Member in writing, be granted a lifetime membership in the Association.

A Contract Personnel Member and Stock Contractor Member shall be entitled to become a Lifetime Member provided they otherwise qualify and apply as provided above and further provided if they wish to continue to provide services or stock at Approved Rodeos for compensation, they must pay the current membership fees and dues.

(ii) *Rights and Privileges*

A Lifetime Member shall be entitled to participate in any capacity at Approved Rodeos. However, a Lifetime Member must carry the insurance portion of the membership fees in order to be eligible to compete but shall not otherwise be required to pay membership fees and dues.

A Lifetime Member who has competed or participated in any other official capacity (including as a rodeo judge) in an Approved Rodeo in the current Rodeo Season shall be entitled to attend and vote at any Annual or Special Meeting of the Association and on any postal ballot and shall be subject to these By-Laws and the Rules and Regulations in like manner as if he were a Regular Member, but he shall not otherwise be entitled to vote nor be entitled to any other benefit or privilege which may be provided by the Association to Members unless he pays the membership fees and dues payable by a Regular Member, or unless the Executive so decides that he shall be entitled to any such specific right, privilege or benefit.

(c) Honorary Members

(i) *Eligibility*

Upon application in writing, the Executive may grant to any person an honorary membership in the Association if that person:

- (A) has reached the age of forty-five (45) years and has won the Committee Man of the Year Award; or
- (B) has reached the age of fifty (50) years and has, in the opinion of the Executive, made an outstanding contribution to a specific rodeo or the sport of professional rodeo in general.

(ii) *Rights and Privileges*

An Honorary Member shall not be entitled to vote at any Annual or Special Meeting of the Association or on any postal ballot, to participate at Approved Rodeos, or to receive any benefit or privilege which may be provided by the Association unless he has otherwise been accepted by the Association as a Regular Member and has paid the membership fees and dues which are payable by Regular Members.

(d) Non-Voting Members

(i) *Eligibility*

Subject to the other provisions contained in these By-Laws and the Rules and Regulations, the Executive may grant membership in the Association in the categories of Semi-Pro Members, Non-Contestant, Rodeo Personnel Members (**other than Contract Personnel Members**) and such further categories as determined by the Executive.

(ii) *Rights and Privileges*

Non-Voting Members shall be entitled to attend but shall not be entitled to vote at any Annual or Special Meeting of the Association or on any postal ballot and shall have the rights and privileges as set forth in the Rules and Regulations.

(e) Permit

(i) *Eligibility*

Subject to the other provisions contained in these By-Laws and the Rules and Regulations, a Permit may be granted to such persons as the Executive may decide and who are connected in any way with the sport of professional rodeo.

(ii) *Rights and Privileges*

Subject to these By-Laws and the Rules and Regulations, the Executive may grant permission to Permit Holders to contest, work, perform or participate in Approved Rodeos upon such terms, conditions and restrictions as may be imposed by the Executive. A Permit Holder shall not be entitled to attend or vote at any Annual or Special Meeting of the Association or on any postal ballot.

### **3.03 Restrictions**

Members and Permit Holders shall be bound by, subject to and obliged to observe these By-Laws and the Rules and Regulations as they exist from time to time.

### **3.04 Application for Membership**

Any person may apply for membership in the Association or for a Permit by filing with the Association a written application and release in such form or forms as may be prescribed from time to time by the Executive, and if the applicant is under eighteen (18) years of age, the application shall be consented to in writing by the parents or legal guardians of such person.

### **3.05 Fees**

(a) Amount

Subject to the other provisions contained in these By-Laws and the Rules and Regulations, the Executive shall have the authority to determine the amount of the annual membership fees and dues payable each Rodeo Season by Regular Members and Permit Holders; PROVIDED HOWEVER, that the annual membership fees and dues payable shall not be increased without the approval of the Regular Members at a meeting of the Members of the Association or by postal ballot.

(b) Payment

Except as otherwise provided herein, the annual membership fees and dues for a Rodeo Season shall be paid by the Regular Members and Permit Holders at the office of the Association on or before the first day of the Rodeo Season or such other time as determined by the Executive.

A Regular Member or Permit Holder shall not be entitled or permitted to contest, work, perform or participate in any Approved Rodeo unless or until he is in Good Standing.

The membership fees and dues payable by Members of the PRCA who apply for membership in the Association shall be payable at those times and in the manner as provided in the then current agreement between the Association and the PRCA and, if so paid, such Member will be deemed to be in Good Standing.

A Member or Permit Holder who has not paid his annual membership fees and dues for a period of three (3) consecutive years shall automatically, without notice, lose his membership in the Association or Permit, as the case may be.

### **3.06 Fines and Suspensions**

The Executive shall have the authority to fine and/or suspend any Member or Permit Holder and cancel the membership or Permit of any Member or Permit Holder who has not paid, when they are due, his annual membership fees and dues as provided herein or who is in breach of any of these By-Laws or the Rules or Regulations.

## **4.00 MEETINGS**

### **4.01 Annual Meeting**

An Annual Meeting of the Members of the Association shall be held at least once in every Rodeo Season at such time and place as may be determined by the Executive. At the time of determination of the date for the Annual Meeting, the Executive may fix a record date for determining Members entitled to receive notice of the meeting and for determining Members entitled to vote at the meeting of Members, and if no such record date is fixed by the Executive, the record date shall be as determined by the Act. Unless otherwise determined by the Members, Annual Meetings shall be held in Canada.

The business of the Annual Meeting shall be:

- (a) to appoint the public accountant of the Association to hold office until the next Annual Meeting;
- (b) to receive and consider the report of the Executive;
- (c) to receive and consider the report of the General Manager;
- (d) to elect the President of the Association;
- (e) to elect Directors of the Association;
- (f) to receive the financial statements and the report of the public accountant of the Association thereon; and
- (g) such other business as may be properly brought before the meeting.

### **4.02 Special Meeting**

The Executive may convene a meeting of Members, and shall convene a meeting of Members on the written requisition of at least five percent (5%) of the Members in Good Standing, at any time and place in Canada as determined by the Executive and any such meeting shall be called a Special Meeting.

#### **4.03 Notice of Meeting of Members and Absentee Voting**

- (a) Notice of the time and place of a meeting of Members shall be given to Members entitled to attend the meeting by the following means:
- (i) by mail, courier or personal delivery, during a period of 21 to 60 days before the day on which the meeting is to be held; or
  - (ii) by telephonic, electronic or other communication facility or as otherwise permitted by the Act, during a period of 21 to 35 days before the day on which the meeting is to be held;

and any such notice shall also be published on the website of the Association.

Pursuant to section 197(1) (Fundamental Change) of the Act, a special resolution of the Members is required to make any amendment to the By-Laws of the Association to change the manner of giving notice to Members entitled to vote at a meeting of Members.

- (b) Pursuant to section 171(1) (Absentee Voting) of the Act, a Member entitled to vote at a meeting of Members may vote by ballot mailed-in or deposited with the Association prior to the meeting if the Association has a system that:
- (i) enables the votes to be gathered in a manner that permits their subsequent verification, and
  - (ii) permits the tallied votes to be presented to the Association without it being possible for the Association to identify how each Member voted.

Pursuant to section 197(1) (Fundamental Change) of the Act, a special resolution of the Members is required to make any amendment to the By-Laws of the Association to change this method of voting by Members not in attendance at a meeting of Members.

#### **4.04 Quorum**

Ten (10) Regular Members who are entitled to vote and who are personally present shall constitute a quorum at any Annual or Special Meeting of the Association.

#### **4.05 Validity**

The accidental omission to give notice to all Members of the Association, any irregularity in the notice, or the non-receipt by any Member of such notice, shall not invalidate any resolution passed or the proceedings taken at any meeting.

#### **4.06 Chairman**

The President, or in his absence, any other Director appointed in the meantime, shall preside as Chairman of every Annual or Special Meeting of the Association.

#### **4.07 Votes**

Voting for the election of Directors and the President at the Annual Meeting shall be conducted by an anonymous ballot, which for greater certainty shall include the **ballot** referred to in By-Law 4.03. The ballots for the election of Directors and the President shall be destroyed by the Secretary of the Association upon the completion of the election.

Except as aforesaid, every question submitted to any meeting of Members shall be decided in the first instance by a show of hands unless a person entitled to vote at the meeting has demanded a ballot and in the case of an equality of votes the chairman of the meeting shall both on a show of hands and on a ballot have a second or casting vote in addition to the vote or votes to which he may be otherwise entitled.

A ballot may be demanded either before or after any vote by show of hands by any person entitled to vote at the meeting. If at any meeting a ballot is demanded on the election of a chairman or on the question of adjournment it shall be taken forthwith without adjournment. If at any meeting a ballot is demanded on any other question, the vote shall be taken by ballot in such manner and either at once, later in the meeting or after adjournment as the chairman of the meeting directs. The result of a ballot shall be deemed to be the resolution of the meeting at which the ballot was demanded. A demand for a ballot may be withdrawn.

At any meeting, unless a ballot is demanded, a declaration by the chairman of the meeting that a resolution has been carried or carried unanimously or by a particular majority or lost or not carried by a particular majority shall be conclusive evidence of the fact.

#### **4.08 Postal Ballot**

Except as may be otherwise required by the Act, any matter or decision required to be determined or made by the Members or any **class or** group or committee of Members including any matter which may properly (or is required to) be brought before the Members at an Annual or Special Meeting of the Association, may be decided by postal ballot in the manner hereinafter appearing in these By-Laws and any decision so made or matter so decided shall be binding on the Members and be as valid and effective as if it had been decided by resolution passed by the Members at a meeting of the Members duly called.

#### **4.09 Proxies**

Any Member entitled to be present and to vote at any Annual or Special Meeting of Members may be represented at such meeting and vote on any matter properly brought before the meeting by any person (who need not be a Member) as proxy for the Member, provided that a written proxy signed by the Member in a form complying with the Act and acceptable to the Secretary is deposited with the Secretary prior to commencement of the Meeting.

## 5.00 THE EXECUTIVE

### 5.01 Powers and Responsibilities of Directors

The Directors shall manage or supervise the management of the activities and affairs of the Association. Every Director of the Association in exercising their powers and discharging their duties shall (i) act honestly and in good faith with a view to the best interests of the Association and (ii) exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances. In addition to the powers and authorities by these By-Laws or otherwise expressly conferred upon them, the Executive may exercise all such powers and do all acts and things as may be exercised or done by the Association and are not hereby or by the Act expressly directed or required to be exercised or done by the Members. Without limiting the generality of the foregoing, the Executive shall have the power to approve, make, amend, repeal, replace and enforce the Rules and Regulations of the Association and to determine the requirements for a rodeo to qualify as an Approved Rodeo. Any changes to the Rules and Regulations are to be promptly communicated by the Executive to the Members. In addition, each Director shall perform such duties as may from time to time be assigned to them by the Executive.

### 5.02 Number

There shall be not less than four (4) and not more than **twelve (12)** Directors at any one time unless otherwise determined at an Annual or Special Meeting. The President of the Association shall be a Director and shall serve as Chairman of the Board during his term of office.

### 5.03 Eligibility

**In addition to the requirements of By-Laws 5.05(d)(i), 5.05(e)(i), 5.05(f)(i) and 6.02(a),** a Director must be a Regular Member in Good Standing and a Canadian citizen. Any person representing or in the employment of a major sponsor of the Association is ineligible to be a Director or to be an Officer of the Association. A Director shall remain a Regular Member in Good Standing during his term of office and shall be eligible for re-election at the expiration of his term.

**Former By-Law 5.04 (Event Representative Committee) removed.**

### 5.04 Election

**Unless it is otherwise determined at an Annual or Special Meeting of the Association, in addition to the President, eleven (11) Directors shall be elected to the Executive in the following manner and by the following persons:**

- (a) four (4) Contestant Directors, one (1) representing each of the four Major Events which is a timed event, elected by the timed event Contestant Members.**
- (b) three (3) Contestant Directors, one (1) representing each of the three Major Events which is a riding event, elected by the riding event Contestant Members.**

PROVIDED THAT for the purposes of (a) and (b) above,

- (i) only those Contestant Members competing in the Major Event applicable to a Contestant Director to be elected shall be entitled to vote for that Director position;
- (ii) if a Contestant Member competes in both a riding event and a timed event, that Member must elect whether to cast his vote for the timed event Contestant Directors or the riding event Contestant Directors; and
- (iii) subject to the immediately preceding paragraph (ii) above, if a Contestant Member competes in more than one Major Event, the following shall apply:
  - (A) the Member may vote for a candidate for election of the Contestant Director in each such event, provided that the Member has competed and earned a minimum of \$1,000 of prize money in each such event during the immediately preceding Rodeo Season in which the election occurs; and
  - (B) if the Member has not competed and earned a minimum of \$1,000 of prize money in each such event during the immediately preceding Rodeo Season in which the election occurs, the Member may vote for only one candidate for election as a Contestant Director in the event of the Member's choice.
- (c) two (2) Stock Contractor Directors, one (1) elected by all Regular Members and one (1) elected by the Stock Contractor Members only; and
- (d) two (2) Rodeo Committee Directors elected by all Association Rodeo Committees holding an Approved Rodeo during the Rodeo Season in which the election takes place with each Rodeo Committee having one (1) vote.

The Directors from each group of Regular Members referred to above shall serve staggered terms of office, such that two (2) Directors from group (a), two (2) Directors from group (b) and one (1) Director from group (b) in the succeeding year and so on, and one (1) Director from groups (c) and (d) will be appointed or elected each year. At least sixty (60) days before the date set by the Executive for the Annual Meeting of Members each year, the Secretary shall provide notice to the Members entitled to attend and vote at the meeting of the Directors (including, if applicable, the President) to be elected at the meeting and a nomination form. Nominations for the office of President and a Director shall be submitted in writing to the Secretary of the Association by 12:00 noon on the thirtieth (30<sup>th</sup>) day following the giving of such notice at which time the nominations shall close.

## 5.05 Nominations

The following conditions shall apply to the nominations for the Executive and President of the Association:

- (a) Only a Member in Good Standing shall be entitled to nominate another Member in Good Standing to hold the office of President of the Association. A nomination must be signed by five (5) Members in Good Standing and have the written consent of the nominee to act as the President of the Association endorsed thereon.
- (b) Only a Member in Good Standing shall be entitled to nominate a Director.
- (c) A nomination must clearly indicate the Director position to which the nomination relates, be signed by the nominators and be signed by the nominee and endorsed with his consent to act as a Director of the Association.

**(d) Contestant Directors**

- (i) only a Contestant Member who competes in the Major Event to which the Director position relates may serve as a Director representing that event; and
- (ii) a nomination for Contestant Director must be signed by three (3) Contestant Members who compete in the Major Event for which the nominee is nominated.

**(e) Stock Contractor Directors**

- (i) only the person designated to exercise voting rights for a Stock Contractor as provided in By-Law 3.02(a) or a person who is a director or senior officer or executive of a Stock Contractor, shall be eligible to be nominated as a Stock Contractor Director;
- (ii) with regard to the position elected by all Regular Members, the nomination must be signed by two (2) Members, one (1) of whom is a Stock Contractor Member; and
- (iii) with regard to the position elected by Stock Contractor Members, the nomination must be signed by one (1) Stock Contractor Member.

**(f) Rodeo Committee Directors**

- (i) only the person designated to exercise voting rights for a Rodeo Committee as provided in By-Law 3.02(a) or a person who is a member of a Rodeo Committee, shall be eligible to be nominated as a Rodeo Committee Director; and
- (ii) two (2) Members must sign the nomination, one (1) of which is a Rodeo Committee Member.

### **5.06 Term of Office**

The Directors shall be appointed or elected to hold office for a term of two (2) years.

### **5.07 Removal from Office**

The office of Director shall be automatically vacated:

- (a) on resignation of the Director by delivery of a written resignation to the General Manager;
- (b) if the Director is found to be a lunatic or becomes of unsound mind;
- (c) on bankruptcy of the Director or if the Director is declared insolvent;
- (d) if at a Special Meeting of Members, a resolution is passed by a majority of the votes cast on that resolution by the Members present in person or by proxy at the meeting that the Director be removed from office; or
- (e) on the death of the Director.

### **5.08 Casual Vacancy**

Subject to maintaining the representation on the Executive required by By-Law 5.04 and further subject to the **eligibility requirements set forth in By-Law 5.03**, the Executive shall have power to appoint any Member as a Director to fill a casual vacancy in the Executive to hold office until the next Annual Meeting.

### **5.09 Delegation and Committees**

The Executive may delegate any of their powers to any other person or persons and appoint such committees as they think fit, with such duties and responsibilities and upon such other terms and conditions as determined by the Executive, and may at any time revoke such delegation or appointment, and any such person or persons or committees so appointed shall, in the exercise of powers so delegated conform to these By-Laws and the Rules and Regulations and to any other requirements that may from time to time be imposed upon him or them by the Executive.

The Executive may, but shall not be required to appoint Members or other persons to represent the Association in any district, Province or Territory in Canada, and to delegate to them such powers and authorities as the Executive may determine.

### **5.10 Remuneration**

A Director, delegate or committee member shall not (as such) be entitled to any remuneration for his services; PROVIDED HOWEVER, if any Director, delegate or committee member is called upon to perform extra services for the Association, as determined by the Executive, the Association may remunerate him for the said services by such sum as may be determined by the Executive. A Director, delegate or committee member is entitled to be reimbursed by the

Association for his reasonable out-of-pocket expenses in carrying out his duties as a Director, delegate or committee member of the Association.

### **5.11 Managing Director**

The Executive may from time to time appoint one or more of their body to be the Managing Director or Directors of the Association, either for a fixed term or without any limitation as to the period for which he or they are to hold office with such duties and responsibilities as determined by the Executive. Subject to the provisions of any contract between the Managing Director(s) and the Association, the Directors may remove or dismiss the Managing Director(s) from office and appoint another or others in his or their place.

The Managing Director(s) shall be subject to the same provisions in these By-Laws as between the Association and its Directors, including provisions as to resignation and removal. If the Managing Director(s) cease to hold the office of Director for any reason he or they shall immediately cease to be Managing Director(s).

The remuneration of the Managing Director(s) shall, subject to the provisions of any contract between the Managing Director(s) and the Association, be fixed by the Executive.

### **5.12 Agents and Employees**

The Executive may appoint such agents and engage such employees as it shall deem necessary from time to time and such persons shall have such authority and shall perform such duties as described by the Executive at the time of such appointment.

### **5.13 Meetings of Executive**

(a) Convening Meeting

Meetings of the Executive may be held at such time and at such place in Canada as shall be determined by the Executive. The President alone may, or the General Manager shall, at the request of two Directors, convene a meeting of the Executive.

(b) Notice

Meetings of the Executive may be held at any time without formal notice if all the Directors are present or those absent have signified their consent in writing to the meeting being held in their absence (which may be given before or after the meeting). Notice of any meeting where notice has not been dispensed with, shall be delivered, sent by ordinary mail, sent by facsimile or other electronic communication (including email) or communicated by telephone to each Director at his ordinary address, facsimile number, email address or telephone number fourteen (14) days prior to such meeting in case of notice by mail and otherwise four (4) days prior to such meeting, which shall be sufficient notice of any meeting of the Directors. In computing such period of days, the day on which such notice is delivered, mailed, sent by facsimile or sent by other electronic

communication (including email) or communicated by telephone shall be included, and the day for which notice is given shall be excluded. Notice of any meeting or any irregularity in any meeting or in the notice thereof, may be waived by any Director. The Directors may by resolution appoint a regular time and place for meetings, and no further or other notice of such time and place than the entry of such resolution upon the minutes of the meeting at which it was passed shall be necessary. Immediately upon the conclusion of the Annual Meeting a meeting of the Directors shall be held and no notice of such meeting shall be necessary.

(c) Quorum

A majority of the Directors shall constitute a quorum. Questions arising at any Executive meeting shall be decided by a majority of votes, and in case of equality of votes, the Chairman shall have a second or casting vote.

(d) Validity of Acts

A meeting of the Executive at which a quorum is present shall be competent to exercise all or any of the powers, authorities and discretions by or under these By-Laws, the Rules and Regulations or by law for the time being vested in or to be exercised by the Executive generally, and any person or persons to whom authority is delegated by the Executive hereunder shall, notwithstanding that it shall afterwards be discovered that there was some defect in his or their appointment, or that he or they were disqualified, be as valid as if every such person was duly appointed or qualified.

#### **5.14 Resolution in Writing**

A resolution signed by all Directors of the Association shall be as valid and effective as if it had been passed at a duly constituted meeting of the Executive.

#### **5.15 Resolution in Writing, Electronic Meeting and Electronic Resolution Subject to the other provisions of these By-Laws and the Act:**

- (a) a resolution in writing signed by all the Directors entitled to vote on that resolution is as valid as if it had been passed in a duly convened meeting of the Executive;
- (b) a meeting of the Executive or any committee of the Executive may be held or a Director or other person may participate in a meeting of the Executive or of any committee of the Executive by means of telephone conference or other means of communication facilities that allows all Directors or other persons participating in the meeting to hear each other and provided that all Directors present at such proceedings agree to such participation and a Director participating in a meeting in accordance with this paragraph shall be deemed to be present at the meeting and to have so agreed and shall be counted in the quorum therefor and be entitled to participate in the meeting and vote thereat;

- (c) a resolution communicated electronically and consented to by all Directors entitled to vote on that resolution by electronic means which are recognized by law is as valid as if it had been passed at a duly convened meeting of Directors; and
- (d) any formality in the giving of notice or any other matters relating to meetings of Directors required by these By-Laws or the Act may be waived by an instrument in writing signed by all Directors entitled to vote at any such meeting.

## **6.00 OFFICERS**

### **6.01 General**

The Officers of the Association shall be the:

- (a) President; and
- (b) General Manager

and such other Officers as may be determined from time to time by the Executive. The Officers of the Association shall receive such remuneration as determined by the Executive and shall perform such duties as may from time to time be assigned to them by the Executive.

All Officers of the Association other than the President and Honourary Officers shall be appointed by the Executive for a term of office and with such powers, duties and responsibilities as determined by the Executive and may be removed from office by the Executive. The Members at an Annual Meeting may appoint any person as a Honourary Officer of the Association.

Every Officer of the Association in exercising their powers and discharging their duties shall

- (i) act honestly and in good faith with a view to the best interests of the Association and
- (ii) exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.

### **6.02 President**

- (a) Eligibility

Any Regular Member in Good Standing who is a Canadian citizen is eligible for nomination for President of the Association. The President of the Association shall remain a Regular Member in Good Standing during his term of office and shall be eligible for re-election at the expiration of his term. The President shall be a Director of the Association and Chairman of the Board during his term in Office.

- (b) Term

The President shall be elected by all Members of the Association for a term of office of two (2) years and may be removed from office prior to the expiration of his term by the Members at a Special Meeting called for that purpose.

(c) Replacement on Removal or Resignation

If the President resigns or is removed from office by the Members, the Members may elect a new President at the Special Meeting at which the President is removed to serve for the unexpired term of the President so removed or such shorter term as determined by the Members. If the Members do not fill the vacancy created by the removal of the President, the Executive may appoint a new President to serve until the next Annual Meeting of the Association.

(d) Duties

The President shall preside and act as chairman at all meetings of the Members of the Association and of the Executive. If the President is absent or disabled, the Executive shall appoint a person to perform the President's duties in his absence. The President shall perform such further duties as required by these By-Laws, the Rules and Regulations or as determined by the Executive.

### **6.03 General Manager**

(a) Eligibility

Any person who is a Canadian citizen shall be eligible to serve as General Manager of the Association. Unless such requirement is waived by the Executive, the General Manager, before assuming or acting upon any of his duties or functions, shall first take out a fidelity bond satisfactory to the Executive for the due performance of his duties and the protection of the Association.

(b) Appointment and Term

The General Manager shall be appointed by the Executive for such term of office as determined by the Executive.

(c) Duties

The General Manager shall be responsible for the day to day management of the business and affairs of the Association and shall perform such duties and have such responsibilities as determined by the Executive. The General Manager shall also serve as the Secretary of the Association and shall keep the minutes and other reports of the Association, the Members and the Executive. He shall conduct official correspondence and be responsible for the safe custody of the corporate seal, and of all records and documents relating to the Association. He shall keep a thorough and accurate account of all money received by him and shall deposit the same in the name of the Association in such depository as shall be designated by the Executive. He shall not disburse any of the moneys of the Association except

by cheque drawn on such depository and signed by him on behalf of the Association. At each Annual Meeting he shall make a full report on the operations and the financial condition of the Association.

(d) Books and Records

The General Manager shall keep or cause to be kept at the head office of the Association proper books of account and records of the Association and of all financial transactions and contracts entered into by the Association.

The books and records of the Association which a Member is entitled to review under the provisions of the Act, may be inspected by any Member in Good Standing at the head office or registered office, as applicable, of the Association during regular business hours.

## **7.00 GENERAL**

### **7.01 Registered Office and Head Office**

The registered office of the Association shall be located in such place in the Province specified in the articles of the Association as determined by the Executive. The head office of the Association shall be located at such place as determined by the Executive. Subject to the requirements of the Act, the Association shall keep and maintain at its registered office or head office, as determined by the Executive, those books and records of the Association required to be kept and maintained by the Act and such other books, records and documents as determined by the Executive.

### **7.02 Postal Ballot**

In the event that any matter requiring the decision or approval of the Members or any class or group of Members is to be determined by postal ballot, the Secretary of the Association shall publish a written description of the matter to be voted on at least twice in the official publication of the Association and thereafter the Association shall send such written description to each Member who is entitled to vote on such matter by ordinary post addressed to the Member at his last known address on the records of the Association, together with a written ballot in such form as approved by the Executive allowing the Member to vote on the matter. The Member shall be given a reasonable time as determined by the Executive to complete and return the ballot to the Association. The ballots and votes of Members shall be kept and maintained strictly confidential and shall be tabulated by an independent person appointed by the Executive who shall report the results thereof to the Secretary. The Secretary shall within a reasonable time report such results to the Members. The decision of the Executive shall be conclusive and binding upon the Association and the Members in respect of any procedural matter relating to a postal ballot.

### **7.03 Amendment of By-Laws**

The By-Laws of the Association may be made, amended or repealed by a resolution enacted by a majority of the Directors at a meeting of the Executive. The Executive shall submit the By-Law, amendment or repeal to the Members at the next meeting of Members, and the Members may, by

ordinary resolution, confirm, reject or amend the By-Law, amendment or repeal. The By-Law, amendment or repeal is effective from the date of the resolution of the Executive. If the By-Law, amendment or repeal is confirmed, or confirmed as amended, by the Members it remains effective in the form in which it was confirmed. The By-Law, amendment or repeal ceases to have effect if it is not submitted by the Executive to the Members at the next meeting of Members or if it is rejected by the Members. If a By-Law, an amendment or a repeal ceases to have effect, a subsequent resolution of the Directors that has substantially the same purpose or effect is not effective until it is confirmed, or confirmed as amended, by the Members. A Member entitled to vote at an Annual Meeting of Members may, in accordance with section 163 of the Act, make a proposal to make, amend or repeal a By-Law. The Association shall, within the period prescribed by the Act, send to the Director appointed pursuant to the Act a copy of any By-Law, amendment or repealed by-law, except for those that have been rejected by the Members.

#### **7.04 Public Accountant**

At each Annual Meeting the Members shall appoint a public accountant of the Association to conduct such review of the financial statements of the Association as required by the Act and as directed by the Association. The public accountant shall hold office until the next Annual Meeting of the Association. The remuneration of the public accountant of the Association shall be fixed by the Executive.

#### **7.05 Financial Year**

The financial year of the Association shall be as determined by the Executive.

#### **7.06 Assumption of Risk and Release and Indemnity**

Notwithstanding anything to the contrary herein contained and, in particular, the fact that any Member or Permit Holder may not have filed a written application and release as provided herein, each Member and Permit Holder shall be deemed to have entered into an agreement with the Association wherein the said Member or Permit Holder agrees to the following:

**Members and Permit Holders acknowledge that rodeos generally are dangerous activities by their inherent nature and that participation in a rodeo as a competitor, independent contractor, official, labourer, volunteer or observer in areas to which access to the general public is restricted (including, without limitation, the rodeo arena, competition area, chutes, pens and other areas reserved and intended for use or access by the rodeo participants or otherwise restricted to the general public) exposes the participant to substantial and serious hazards and risks of property damage, personal injury and/or death. Members acknowledge that their participation in Association sanctioned rodeos likewise involves such hazards and risks. Being fully aware that participation in an Association sanctioned rodeo will result in exposure to substantial and serious hazards and risks of property damage, personal injury and/or death, each Member and Permit Holder, in consideration of being permitted to participate in the Association sanctioned rodeo in any capacity, does by such participation agree to assume such hazards and risks and does thereby discharge, waive, and release the Association, Association properties, all sponsors, all other**

**Members and Permit Holders (including, without limitation, Contestants, Stock Contractors, Rodeo Producers and Contract Personnel), any Rodeo Committee, and any other Association sanctioned rodeo production entity involved in the sanctioning, production, organization, conduct, sponsoring and/or performance of the subject rodeo (and such persons' or entities' affiliated, related or subsidiary companies and their respective officers, directors, employees and agents) from all claims, demands and liabilities for any and all property damage, personal injury and/or death or other responsibility arising from such Member's or Permit Holder's participation in the Association sanctioned rodeo, including claims, demands, liabilities and other responsibilities that are known or unknown, foreseen or unforeseen, future or contingent, and whether or not such claims, demands, liabilities, and other responsibilities are occasioned by the negligence of the parties so released by such Member or Permit Holders, by the hazards and risks so assumed by such Member or Permit Holder, or otherwise. Such Member or Permit Holder shall not now or at any time in the future, directly or indirectly, commence or prosecute any action, suit or other proceeding against the parties so released arising out of, or related to, the claims, demands, liabilities and other responsibilities so discharged, waived and released by such Member or Permit Holder. The undertakings and covenants of the foregoing provisions shall be binding upon each Member and Permit Holder, his or her spouse, heirs, legal representatives, successors, and assigns.**

#### **7.07 Prohibition**

The Association shall not sanction, approve nor in any way participate nor allow its Members to compete in a rodeo which requires Members to compete as a team in any Major Events without approval of the full Executive.

#### **7.08 Notices**

Subject always to any other requirement of these By-Laws and the Act, any notice or other document or communication required to be given to any Member or Director or the public accountant of the Association hereunder or pursuant to the Rules and Regulations shall be sufficiently given if published in the official publication of the Association or if delivered personally or by courier or by sending it through the mail in a prepaid envelope addressed to such Member, Director or public accountant or if transmitted by facsimile or other personal electronic communication received and accessible only by the recipient or with the permission of the recipient (including email). **Any such notice shall also be published on the website of the Association.** Any such notice, document or communication if sent by post or delivery shall be sufficiently given if addressed or sent to the address that appears in the records of the Association or, if no address is shown therein, then to the last address of such Member, Director or public accountant known to the Secretary of the Association. With respect to every notice sent by mail it shall be sufficient to prove that the envelope containing the notice was properly addressed and put into a post office or into a post office letter box. Any notice, document or communication sent by facsimile, email or other electronic communication shall be sufficiently given if sent to the facsimile number, email address or other electronic address that appears in the records of the Association and so long as during or following the transmission of which no indication of failure of receipt is communicated to the sender. The signature to any notice,

document or communication may be written, stamped, typewritten or printed or partly written stamped, typewritten or printed or, subject to the requirements of the Act, be in electronic form. Where a given number of days' notice or notice extending over any period is required to be given, the day of service or posting of the notice shall, unless it is otherwise provided, be counted in such number of days or other period. A certificate of the President, the Secretary or of any other Officer of the Association in office at the time of the making of the certificate as to facts in relation to the mailing or delivery of any notice shall be conclusive evidence thereof and shall be binding on every Member, Director, Officer or public accountant of the Association, as the case may be.

### **7.09 Electronic Documents**

Except with respect to a statutory declaration or an affidavit, a requirement under these By-Laws or the Act for a signature or for a document to be executed is satisfied in relation to an electronic document, if the requirements, if any, prescribed by the Act are met.

For purposes of this subsection:

**“document”** includes, but is not restricted to, a contract, document, instrument in writing, resolution in writing, notice in writing, and other similar document, whether on paper or in writing or in electronic form, so long as it is functionally equivalent to its historical paper counterpart by being accessible so as to be usable for future reference in reliably unaltered form; and

**“electronic document”** means, except with respect to a statutory declaration or an affidavit, any form of representation of information or of concepts fixed in any medium in or by electronic, optical or other similar means and that can be read or perceived by a person or by any means.

## **8.00 INDEMNIFICATION**

### **8.01 Third Party and Derivative Actions**

The Association shall indemnify and save harmless any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (including an action by or in right of the Association), by reason of the fact that he is or was a Director, Officer, fiduciary, **member of a committee of or appointed by the Executive**, employee or agent of the Association, or is or was serving at the request of the Association **or the Executive** as a Director, Officer, **member of a committee of the board of directors**, fiduciary, employee or agent of another corporation, firm, partnership, joint venture, trust or other enterprise, against expenses (including legal fees on a solicitor and his own client full indemnity basis), judgments, fines and amounts paid or necessarily incurred, in settlement or otherwise, by him in connection with such action, suit or proceeding, provided that such person meets the applicable standard of conduct, as set forth in By-Law 8.02, and does not fall under any of the instances set forth in By-Law 8.03 for which indemnification is prohibited. Such indemnification shall not be deemed exclusive of any other

rights to which the Director, Officer, agent, fiduciary, employee or other person serving at the Association's request is entitled to by law or under any agreement or otherwise.

### **8.02 Standards of Conduct**

Except as provided in By-Law 8.03 below, the Association shall indemnify and save harmless any person listed in By-Law 8.01 above if (i) such person conducted himself honestly in good faith and exercised the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances, (ii) such person reasonably believed (A) in the case of a Director acting in his official capacity, that his conduct was in the best interests of the Association, or (B) in all other cases, that such person's conduct was at least not opposed to the best interests of the Association, and (iii) in the case of any criminal proceeding, such person had no reasonable cause to believe his conduct was unlawful. For purposes of determining the applicable standard of conduct under this By-Law 8.02, any person acting in his official capacity who is also a Director of the Association shall be held to the standard of conduct set forth in subsection (ii)(A), even if such party is sued solely in a capacity other than as such Director.

### **8.03 Indemnification Prohibited**

Except as hereinafter set forth in this By-Law 8.03, the Association shall not indemnify a person under this Article either (i) in connection with any action, suit or proceeding in which the person is or has been adjudged liable for gross negligence or wilful misconduct in the performance of the person's duty to the Association or (ii) in connection with any action, suit or proceeding charging improper personal benefit to the person, whether or not involving action in the person's official capacity, in which the person was adjudged liable on the basis that personal benefit was improperly received by the person (even if the Association was not thereby damaged). Notwithstanding the foregoing, the Association shall indemnify any such person if and to the extent required by the Court conducting the action, suit or proceeding, or any other Court of competent jurisdiction to which the person has applied, if it is determined by such Court, upon application by the person, that despite the adjudication of liability in the circumstances in subsections (i) and (ii) of this By-Law 8.03 or whether or not the person met the applicable standard of conduct set forth in By-Law 8.02, and in view of all relevant circumstances, the person is fairly and reasonably entitled to indemnification for such expenses as the Court deems proper.

### **8.04 Determination**

Any indemnification under By-Law 8.01 (unless otherwise provided herein or ordered by a Court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the Director, Officer, employee, fiduciary, agent or person serving at the Association's request is proper in the circumstances because he has met the applicable standard of conduct set forth in By-Law 8.02. Such determination shall be made (a) by the Executive by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding, or (b) if a majority of the disinterested Directors so directs, based upon a written opinion of independent legal counsel, or (c) by the affirmative vote of the majority of the Members entitled to vote and be represented at a Special Meeting or postal ballot called for such purpose. However, if and to the extent that a Director, Officer, employee, fiduciary or agent of the Association, or person serving at the Association's request has been

successful on the merits or otherwise in defense of any action, suit or proceeding referred to in By-Law 8.01, or in defense of any claim, issue or matter therein, he shall automatically be indemnified against expenses (including legal fees on a solicitor and his own client full indemnity basis) actually and necessarily incurred by him in connection therewith without the necessity of any such determination that he has met the applicable standard of conduct set forth in By-Law 8.02.

### **8.05 Payment in Advance**

Expenses incurred in defending any such action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Executive in the manner provided in By-Law 8.04, upon receipt of a written affirmation under oath by the Director, Officer, employee, fiduciary, agent or person serving at the Association's request that such person has met the standard of conduct outlined in By-Law 8.02 and a written undertaking that such person will repay such amount if and when it should ultimately be determined that he is not entitled to be indemnified by the Association pursuant to this Article 8.00.

### **8.06 Insurance**

The Executive may exercise the Association's power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, employee, fiduciary or agent of the Association, or is or was serving at the request of the Association as a Director, Officer, employee, fiduciary or agent, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability hereunder or otherwise.

### **8.07 Other Coverage**

The indemnification provided by this Article 8.00 shall not be deemed exclusive of any other rights to which persons seeking indemnification may be entitled, both as to action in his official capacity or as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a Director, Officer, employee, fiduciary, agent or person serving at the Association's request, and shall enure to the benefit of the respective heirs and personal representatives of such persons.

## **9.00**

### **DIRECTOR'S DISCLOSURE, ETC.**

#### **9.01 No Disqualification**

No Director shall be disqualified from his office by, or vacate his office by reason of, holding any office or place of profit under or through the Association or by reason of being otherwise in any way directly or indirectly interested or contracting with the Association either as vendor, purchaser, supplier of goods or services, or otherwise or being concerned in any contract or arrangement made or proposed to be entered into with the Association in which he is in any way directly or indirectly interested either as vendor, purchaser, supplier of goods or services, or otherwise, nor shall any Director be liable to account to the Association or any of its Members

for any profit arising from any such office or place of profit, and no contract or arrangement entered into by or on behalf of the Association in which any Director shall be in any way directly or indirectly interested shall be void or voidable and no Director shall be liable to account to the Association or any of its Members for any profit realized by or from any such contract or arrangement by reason of any fiduciary relationship.

### **9.02 Disclosure**

Without restriction or limitation to the duties and obligations of Directors and Officers of the Association pursuant to the Act, every Director and Officer shall declare any material interest in respect of a material transaction, material contract, proposed material contract or proposed material transaction with the Association in which such Director or Officer is in any way directly or indirectly interested and such Director shall refrain from voting in respect of such contract, proposed contract or transaction.

### **9.03 Directors and Officers Not Liable**

Except as otherwise provided by law, no Director or Officer for the time being of the Association shall be liable for the acts, receipts, neglects or defaults of any other Director, Officer or employee or for joining in any receipt or act for conformity or for any loss, damage or expense happening to the Association through the insufficiency or deficiency of title to any property acquired by the Association or for or on behalf of the Association or for the insufficiency or deficiency of any security in or upon which any of the moneys of or belonging to the Association shall be placed or invested or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person, firm or corporation including any person, firm or corporation with whom or which any moneys, securities or effects shall be lodged or deposited or for any loss, conversion, misapplication or misappropriation of or any damage resulting from any dealings with any moneys, securities or other assets belonging to the Association or for any other loss, damage or misfortune whatever which may happen in the execution of the duties of his respective office or trust or in relation thereto unless the same shall happen by or through his failure to exercise the powers and to discharge the duties of his office honestly and in good faith with a view to the best interests of the Association and in connection therewith to exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances. The Directors for the time being of the Association shall not be under any duty or responsibility in respect of any contract, act or transaction whether or not made, done or entered into in the name or on behalf of the Association, except such as shall have been submitted to and authorized or approved by the Executive. If any Director or Officer of the Association shall be employed by or shall perform services for the Association otherwise than as a Director or Officer or shall be a member of a firm or a shareholder, director or officer of a corporation which is employed by or performs services for the Association, the fact of his being a Director or Officer of the Association shall not disentitle such Director or officer or such firm or corporation, as the case may be, from receiving proper remuneration for such services.