

BYLAWS
OF
THE EVERGREEN BASEBALL BOOSTERS, INC.

**AMENDED AND RESTATED BYLAWS OF
THE EVERGREEN BASEBALL BOOSTERS, INC.**

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ARTICLE I: NAME

The name of this organization shall be THE EVERGREEN BASEBALL BOOSTERS, INC. (hereinafter referred to as the “Booster Club”). The Booster Club shall also be commonly known as The Evergreen Baseball Boosters.

ARTICLE II: MISSION STATEMENT

The Booster Club shall promote, facilitate, and extend support for the activities, image, visibility, and viability of (a) the various Baseball Programs (defined below) affiliated with Evergreen High School (“EHS”) and (b) the baseball players and coaching staffs of such Baseball Programs.

ARTICLE III: DESCRIPTION OF BASEBALL PROGRAMS

The Booster Club cooperates with its members and coaches to promote, maintain, and support the following EHS baseball programs:

- a. The Spring Varsity, JV, and Level III baseball programs at EHS;
- b. Summer baseball programs affiliated with the EHS baseball program, including, but not limited to, American Legion, Connie Mack, Colorado Baseball League, and showcase tournament teams); and
- c. Fall baseball programs affiliated with the EHS baseball program include, but are not limited to, local fall leagues and showcase tournaments (collectively, the “Baseball Programs”).

ARTICLE IV: MEMBERSHIP

Section 1. Membership in the Booster Club is automatic for every parent or guardian who has one or more players involved in the Baseball Programs (the “General Membership”) and who is in “Good Standing.” Good Standing shall mean: (i) such Member (as defined below) has paid all fees then due and owing; (ii) whose son has participated in at least one or more of the Baseball Programs within the last three seasons and intends to participate in the upcoming spring season, or is a freshman player who intends to participate in the upcoming spring season.

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Section 2. Each family unit with one or more players involved in the Baseball Programs (a "Member") shall be entitled to one vote on all issues before the General Membership, including, but not limited to, the election of members of the Board (defined below). Baseball players are not voting members of the Booster Club.

ARTICLE V: BASIC POLICIES

The following are the basic policies of the Booster Club:

Section 1. The Booster Club shall adhere to the rules and conduct all of its business in compliance with the applicable policies set by the Jefferson County (Colorado) School District (the "District"), the Jefferson County (Colorado) Board of Education, Evergreen High School, and the Colorado High School Athletics Association ("CHSAA") (collectively, the "Rules"). In the event of a conflict between these Bylaws and the Rules, the Rules shall govern.

Section 2. In addition to these Rules and Bylaws, the Booster Club and the Baseball Programs shall function in accordance with the Code of Conduct adopted by the Jefferson County (Colorado) Board of Education and any written policies adopted by EHS applicable to the Baseball Programs.

Section 3. Should the Booster Club cease to exist, all records and funds, if any, after paying or adequately providing for the Booster Club's debts and obligations shall promptly be turned over to the Athletic Director of EHS.

Section 4. The Booster Club may adopt additional policies from time to time either by a vote of the General Membership or by action of the Board ("Additional Policies"). Such Additional Policies shall be recorded and kept by the Secretary for review by the General Membership upon request.

ARTICLE VI: SPECIFIC FUNCTIONS

The following is a description of the various specific functions of the Booster Club:

Section 1. Spring High School Baseball

- a. All aspects of Spring High School Baseball (the "Spring Program") are administered

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under the authority of EHS and the Jefferson County School District. Coaching staff decisions are reserved for the EHS administration (i.e., the EHS Athletic Director) and delegated by the EHS administration to its Head Baseball Coach. The Booster Club offers general support for the Spring Program through fundraising activities, as well as the planning, coordination, and underwriting of the expense of the Spring Break Trip, if any, and other program activities and events.

- b. The decision on how many teams are organized for play in the Spring Program under the governance of CHSAA (i.e., Varsity, JV) is reserved for the EHS Athletic Director and the Spring Program coaching staff. The decision on how many teams are organized for play in the Spring Program other than Varsity and JV (i.e., Level III) is reserved for the Booster Club and The Spring Program coaching staff in consultation with the EHS Varsity Head Baseball Coach.

Section 2. Summer Baseball The Summer Baseball program (the "Summer Program") is administered entirely by the Booster Club, subject to the Rules concerning using the EHS baseball field and other EHS facilities and equipment. Coaching staff appointments and related compensation decisions are reserved to the Board. To the extent feasible, to ensure continuity in the Baseball Programs, the Board shall utilize the Spring Program Varsity, JV, and Level III coaching staff for the same levels as the Summer Baseball Program. The Booster Club offers general support for the Summer Baseball Program by planning, organizing, coordinating, and underwriting league play, tournaments, and the cost of other program activities and events at the Board's discretion. The decision as to how many teams are organized for play in the Summer Program (i.e., Varsity, JV, and Level III) is reserved to the Board in consultation with, and deference to, the recommendations of the EHS Varsity Head Baseball Coach.

Section 3. Fall Baseball The Fall Baseball program (the "Fall Program") is administered by the Booster Club, subject to the Rules concerning using the EHS baseball field and other EHS facilities and equipment. Coaching staff and related compensation decisions are reserved to the Board. To the greatest extent possible, to ensure continuity in the Baseball Programs, the Board shall utilize the Spring Program (Varsity, JV and Level III) coaching staff for the same levels as the Fall Program. The Booster Club offers general support for the Fall Program by planning,

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organizing, coordinating, and possibly underwriting the expense of league play, tournaments, and other programs, activities, and events. The decision as to how many teams are organized for play in the Fall Program (i.e., Varsity, JV, and Level III) is reserved to the Board in consultation with, and deference to, the recommendations of the EHS Varsity Head Baseball Coach.

Section 5. Concession Stand Operations The Booster Club is primarily responsible for operating the concession stand at the EHS baseball field. Participation in working the concession stand during Spring, Summer, and Fall games will not be credited to player accounts. All revenues from concessions will go into the Booster Club general operating accounts (and expended pursuant to the Annual Budget).

Section 6. Fundraising The Booster Club also engages in various fundraising activities to benefit the Baseball Programs. These activities customarily include, but are not limited to, advertising, fundraisers, and gifts from the community.

Section 7. Spring Break Trip The Booster Club offers general support for the Spring Break Trip if one is planned, through coordination and planning efforts. The Booster Club does not determine whether a Spring Break Trip will be undertaken or the number of games to be played, as such matters are under the authority of the EHS Administration and the Head Coach.

Section 8. Cougar Cages The administration, staffing, and operations of the Cougar Cages is reserved to the EHS Administration subject to the Rules. The Booster Club shall participate in the operation of the Cougar Cages subject to the prior foregoing. After payment of expenses, all revenues generated by the Booster Club from such operations shall go into the general operating accounts (and expended pursuant to the Annual Budget).

Section 9. Website and Other Communications Platforms The Booster Club shall, to the extent feasible, maintain a website and/or other electronic platform(s) which are consistent with the Mission Statement and intended to facilitate communication and promotion of the Baseball Programs.

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Section 10. Other The Booster Club shall conduct other activities and functions as may be approved by the Board to further the interests of the Baseball Programs.

ARTICLE VII: GENERAL MEETINGS

Section 1. The General Membership of the Booster Club shall meet at a minimum once per calendar year, between January 1 and the commencement of the Spring Season or as otherwise determined by the Board and communicated to the Members (the “Annual Membership Meeting”).

Section 2. The agenda items at the Annual Membership Meeting shall include, among other topics, a financial report on the Booster Club finances for the prior calendar year and budgeting expectations for the current year.

Section 3. Scheduled meetings of the Booster Club will be announced, published, and made available to the General Membership at least fourteen (14) days in advance unless otherwise provided in these Bylaws. Notice of meetings may be published on the Booster Club website and other team communications platforms described in Article VI, Section 9, or by email transmission.

Section 4. General Membership meetings will be held at the Evergreen Baseball Cougar Cages (at EHS), EHS Library, or other locations designated by the Board.

Section 5. The Board may call special meetings of the General Membership, varying from the published schedule. A minimum of seven (7) days’ notice must be given to the General Membership for special meetings.

Section 6. The Board President and Secretary shall count votes on all matters voted upon at such meetings, subject to review by the Board, at its discretion.

Section 7. A quorum for the transaction of business in any meeting of the General Membership shall consist of the Members in Good Standing present at such meeting (and thus a minimum percentage of the General Membership shall not be required).

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Section 8. Any Member in Good Standing may present and call for a vote on any item of Booster Club business.

Section 9. All votes of the General Membership taken shall be decided by a simple majority of those in attendance (or responding by email only if a specific vote is solicited by email by the Board) unless otherwise specified herein. Matters that require the consent of the General Membership, which constitute Major Decisions or Top Tier Major Decisions, may not be voted upon by email.

Section 10. The following matters shall constitute the "Major Decisions." They shall require the approval of a majority of the General Membership in attendance at a regular or specially called meeting of the General Membership:

- a. Election of the Board.
- b. Approval of the Annual Budget.
- c. Variations to any one line item of the approved Annual Budget in excess of 25% of such line item amount, equaling more than \$2500.
- d. Amendments or modifications to the Conflicts of Interest Policy.

Section 11. Notwithstanding the foregoing, the following matters constitute "Top Tier Major Decisions." They shall require the approval of two-thirds (2/3) of the General Membership (in Good Standing) in attendance at a regular or specially called meeting of the General Membership:

- a. Amendment of Articles of Incorporation.
- b. Amendment of the Bylaws.
- c. Removal of a member of the Board.
- d. Reversal of a decision of the Board.

ARTICLE VIII: EXECUTIVE BOARD ("Board")

Section 1. The Board shall consist of at least five (5) but not more than fifteen (9) Members in Good Standing.

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Section 2. To the extent feasible, the Board shall have representation from each grade class (of the current year), including at a minimum:

Freshman - 1	Junior – 1	or at Large – 1 (from any grade)
Sophomore - 1	Senior – 1	

Section 3. Board member terms shall be for a period of one (1) year (from Annual membership meeting to the following year’s Annual membership meeting). Board members may serve up to four (4) consecutive terms.

Section 4. Potential Board members shall be presented to the General Membership annually from a Members in Good Standing list compiled by a Board Nominating Committee. To the extent feasible, the Board Nominating Committee shall consist of three (3) persons selected by the Board, at least one (1) of whom shall not be a Board member but shall be part of the General Membership. The consent of each proposed Board member shall have been obtained before their name is placed in nomination.

Section 5. Board members shall be elected by a simple majority of those Members in Good Standing in attendance at the Annual Membership Meeting or Special Meeting. Proposed Board members shall be voted on individually (and not as a “slate” of candidates) by the General Membership (as a “Major Decision”).

Section 6. If any Board member fails to meet the requirements of a member in Good Standing during such Board member's term, then such Board member may be removed from the Board pursuant to Article VII. In the event of such removal, such Board position shall be deemed vacant. A majority vote of the remaining members of the Board shall fill any mid-term vacancy on the Board. In the event of a tie vote, the President shall cast the deciding vote.

Section 7. The President may, if urgent and significant circumstances necessitate, dispense with a full Board, and operate with an Executive Committee, consisting of the President and a minimum of two (2) appointed Board members for a period of no longer than three (3) months to conduct Booster Club business. In this circumstance, the President shall perform all Booster

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Club business according to these Bylaws with the oversight and consent of the appointed Board members.

Section 8. In case the President vacates their position (for any reason), the Board (by majority vote) shall designate an Acting President as soon as practicable. In the interim, the Vice President shall assume the duties of the President until an Acting President is elected.

Section 9. Any Member in Good Standing may, upon email or written notice to the General Membership, call for and conduct, without the authorization of the Board, a Special Purpose General Membership Meeting to remove any or all Board Members subject to the requirements of Article VII, Section 10. At least fourteen (14) days advance notice must be given to the General Membership and the Board of such Special Purpose General Membership Meeting.

Section 10. A Board member may also be removed upon a majority vote of the Board for failure to attend three (3) consecutive Board meetings. The seat of such Board member removed according to this Section 11 shall be filled by a person of the same grade class by majority vote of the remaining members of the Board.

Section 11. Varsity, JV, and Level III team coaches for the Spring Baseball Program shall have the right to attend all Board meetings but shall not have a right to vote on any matters considered by the Board. No coach shall serve as a Board member (even if such a coach is part of the General Membership).

Section 12. The Board shall meet at least quarterly but may meet more frequently at the call of any Board member. A minimum of five (5) days' notice must be given to the Board members before each meeting.

Section 13. The Board, without the prior approval of the General Membership, shall have the authority to undertake the Booster Club's day-to-day operations and make decisions on all matters that do not constitute Major Decisions or Top Tier Major Decisions. The Board shall also

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have the authority to recommend to the General Membership for the Major Decisions and all Top Tier Major Decisions.

Section 14. The Board shall have the power to act in the best interest of the Booster Club, and in accordance with these Bylaws, in emergencies and in all matters requiring immediate attention.

Section 15. The immediate past President of the Board shall serve as a non-voting advisor to the Board (even if such person is not part of the General Membership) and shall have the right to attend all Board and General Membership meetings.

Section 16. Notwithstanding any provision in these Bylaws to the contrary, all meetings of the Board are open to every Member in Good Standing. However, the Board may meet in "executive session" (and thus exclude a non-Board Member) in appropriate circumstances, as determined by a majority of the Board.

ARTICLE IX: OFFICERS AND THEIR ELECTION

Section 1. The officers of the Board ("Officers") shall be:

- President
- Vice-President
- Secretary
- Treasurer

Section 2. The Board shall select officers.

Section 3. To the extent feasible, the vote for Officers shall be conducted by ballot. When there is but one candidate for an office, the ballot for that office may be dispensed, and an election will be held by voice vote.

Section 4. A simple majority vote of the Board present shall be required to elect Officers.

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Section 5. Officers shall serve for a term of one (1) year (commencing with their election at the Annual Membership Meeting and ending at the Annual Membership Meeting of the following year). Officers shall not serve in the same office for more than three (3) consecutive terms.

Section 6. A vacancy occurring in any office other than President shall be filled for the unexpired term by a person selected by the President and approved by a majority vote of the remaining members of the Board.

Section 7. Should a vacancy occur in the office of the President, the Vice-President shall fill the vacancy for the remainder of the unexpired term, subject to the provisions of Article VIII, Section 9.

ARTICLE X: DUTIES OF OFFICERS

Section 1. The President shall:

- a. Have general supervision over the business affairs of the Booster Club;
- b. preside at all meetings of the Booster Club and the Board;
- c. take primary responsibility for establishing the agenda for all General Membership and Board meetings;
- d. represent the Booster Club in cooperation with the Board;
- e. be a designated signatory for the disbursement of funds (subject to the provisions of Article XIII below); and
- f. serve as chairperson of the Board Nominating Committee.

Section 2. The Vice President shall:

- a. Perform the duties of the President in the President's absence or at the request of the President;
- b. lend assistance and act as aide to the President as needed;
- c. be a designated signatory for the disbursement of funds (in strict accordance with Article XIV below);
- d. not serve as a member of the Audit Committee; and
- e. assume other duties as delegated by the President or Board.

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Section 3. The Secretary shall:

- a. record the minutes at all Board and Booster Club meetings;
- b. furnish copies of current minutes to Board members at each Board meeting;
- c. present current Booster Club minutes for approval at General Membership meetings;
- d. post copies of current minutes on the Booster Club website;
- e. keep an up-to-date signed and dated copy of the Bylaws;
- f. deliver an updated copy to the Booster Club's CPA and attorney;
- g. keep on file current Waiver and Release of Liability forms for all players;
- h. keep on file current and signed Conflict of Interest Policy forms for each Officer and member of the Board or a committee thereof; and
- i. assume other duties as delegated by the President or Board

Section 4. The Treasurer shall:

- a. have custody of, and fiduciary responsibility for, all accounts of the Booster Club;
- b. be a designated signatory for disbursement of funds (subject to the provisions of Article XIII below);
- c. present the Annual Budget to the General Membership once the Board has created same;
- d. collect and keep account of all monies of the Booster Club and deposit same in a banking institution approval by the Board;
- e. disperse funds only as authorized from the Annual Budget, or as permitted by these Bylaws or a majority vote of the Board;
- f. maintain books and records relating to all financial and accounting matters of the Booster Club;
- g. present a treasurer's report in detail that is reasonably acceptable to the Board at all Board meetings, the Annual Membership Meeting, and any additional General Membership meetings;
- h. present a budget report to the Board regularly to keep the Board up to date with the current budget expenditures,
- i. maintain records of all funds raised through Booster Club fundraising activities;
- j. prepare the financial books for an audit of the prior fiscal year by the Audit Committee by January 31 of each year;

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- k. serve as a non-voting member of the Audit Committee;
- l. prepare and work with accounting professionals to file required tax documents; and
- m. have books ready to turn over to the incoming Treasurer at an election the following year (provided, however, the Treasurer may continue to serve in such capacity, if approved according to Article IX, Section 6, above).

ARTICLE X: FEES

Section 1. A review of the player fee structure will be made each December by the Board based on the current year's Annual Budget and projected future Annual Budget needs. Player fee assessments approved by the Board will become effective in advance of each of the Spring, Summer, and Fall seasons and in general accordance with the following target dates:

- a. Spring Season: March 1
- b. Summer Season: June 1
- c. Fall Season: September 1

Section 2. Final approval of changes to the various season player fee assessments shall require a simple majority vote of the Board.

Section 3. Player fees will fund the Booster Club's general operating expenses (and other Baseball Program activities and expenses).

Section 4. Each baseball player will be required to pay fees for registered Spring, Summer, and or Fall seasons based on the pay structure set by the Board. Partial player fees will not be permitted except as part of an alternate arrangement approved according to Section 6 below.

Section 5. Player fees will only be refunded on a case-by-case basis by a majority vote of the Board.

Section 6. The Board may, on a case-by-case (financial "needs") basis, e.g., financial needs or in-season injury, provide scholarships, work-in-kind, or time-deferred payment structures for player fee obligations. A majority vote of the Board must approve such decisions.

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ARTICLE XII: FUNDRAISING

Section 1. Fundraisers may be held throughout the year to raise funds over and above the player fee assessments for the Baseball Programs.

Section 2. All fundraising done by groups (other than informal groups of players) affiliated with the Baseball Programs must be presented to the Board for prior approval.

ARTICLE XII: FINANCES

Section 1. The Booster Club shall function under a balanced budget. The Board (or a committee appointed by the Board) shall work with the Treasurer to develop an annual budget for each upcoming fiscal year of the Booster Club (the "Proposed Annual Budget").

Section 2. The Varsity Head Baseball Coach (Spring Program) shall present budget recommendations to the Board (or a Budget Committee appointed by the Board) for the Baseball Programs for the coming year by the end of December and again at the end of July based on anticipated expenses and the number of players expected to participate in each of the Spring, Summer, and Fall Programs. The Board shall modify the recommendations to prepare a Proposed Annual Budget.

Section 3. The Proposed Annual Budget will be presented to the General Membership for approval at the Annual Membership meeting. Approval of the proposed Annual Budget is a Major Decision and requires a simple majority vote of the General Membership (in Good Standing) in attendance at such meeting. Such approved Annual Budget shall be referred to herein as the "Annual Budget."

Section 4. The Board may approve requested budget adjustments to the Annual Budget, provided the same: (a) are approved by the Board in advance of expenditures of funds; and (b) such adjustments do not exceed 25% in any single line item, or are not more than \$1000 unless approved by the General Membership.

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Section 5. All monies payable to a school employee (full-time or contracted as full or part-time) for instruction compensation must be administered in accordance with the Rules.

Section 6. Appropriate tax payments and reports will be filed yearly or more frequently as required by applicable law.

Section 7. An Audit Committee, appointed by a majority vote of the Board, shall review the books and records of the Booster Club within 45 days of the close of each fiscal year.

ARTICLE XIV: SPECIAL COMMITTEES

Section 1. The Board, by majority vote, may establish special committees (each a "Special Committee") as necessary or appropriate, based on the current year projects and needs. Each Special Committee shall have a chairperson and operate by majority vote. The number of Committee members and the selection of such members shall be by procedures adopted by a majority vote of the Board.

Section 2. Each Special Committee shall remain functional for the period deemed necessary by the Board to complete the task required. A majority of the Board shall decide to discontinue any Special Committee.

Section 3. No Board member or Member shall serve on more than two (2) Special Committees at any time.

Section 4. The following are standing committees that shall function from year to year:

- Concession Stand Manger and Co-Manager if feasible
- Fundraising
- Baseball Field Maintenance
- Cougar Website
- L3, Junior Varsity and Varsity Liaisons

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ARTICLE XV: FISCAL YEAR

The fiscal year of the Booster Club shall begin on January 1 and end on December 31.

ARTICLE XVI: PARLIAMENTARY AUTHORITY

The rules contained in the current edition of Robert's Rules of Order Revised shall govern the conduct of all meetings of the General Membership and the Board.

ARTICLE XVII: AMENDMENTS

Section 1. These Bylaws may be amended, pursuant to Article VII, Section 11, at any General Membership meeting as a Top Tier Major Decision, provided that at least ten (10) days prior written notice (by email or other written notice) of the proposed amendment has been given.

Section 2. A committee, selected by the Board, consisting of at least three (3) Board members (one of whom shall be the President) shall be formed every two (2) years to review the current Bylaws and make recommendations for revisions as needed.

ARTICLE XVIII: INDEMNIFICATION

The Booster Club shall operate in accordance with the indemnification provisions set out in the Booster Club's Articles of Incorporation.

ARTICLE XIX: CONFLICTS OF INTEREST POLICY

The Booster Club, including the Board, shall operate in accordance with the Conflicts of Interest Policy attached hereto as Appendix 1.

ARTICLE XX: WAIVER AND RELEASE OF LIABILITY

Section 1. Every player (and if under the age of 18, such player's parent or guardian) in the Baseball Programs shall sign and deliver to the Secretary a Waiver and Release of Liability form attached hereto in Appendix 2 before the start of each season of the Baseball Program in which such player participates.

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Section 2. Such Waiver and Release of Liability form shall be executed by the parent or guardian in addition to any such form required by the EHS Administration or the District.

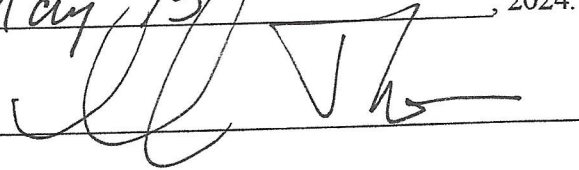
ARTICLE XXI: AMENDED AND RESTATED BYLAWS

These Amended and Restated Bylaws shall constitute an amendment to those certain Bylaws of The Evergreen Baseball Boosters dated January 1, 2009, as previously amended on or about January 12, 2017.

CERTIFICATION

I, Secretary of the Board of The Evergreen Baseball Boosters, Inc., hereby certify that the foregoing Amended and Restated Bylaws of the Evergreen Baseball Boosters, Inc. were adopted to be effective:

May 15, 2024.

By: 

Printed Name: Michele Thomas

Title: Secretary

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APPENDIX 1 CONFLICTS OF INTEREST POLICY

Section 1. The purpose of this Conflicts of Interest Policy is to protect the Booster Club's interests when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an Officer, Member, or Board member of the Booster Club or might result in a possible excess benefit transaction. The Conflicts of Interest Policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

Section 2. Definitions

- a. **Interested Person** Any Officer or member of the Board or member of a committee created by the Board who has a direct or indirect Financial Interest, as defined below, is an "Interested Person."
- b. **Financial Interest**. A person has a "Financial Interest" if the person has, directly or indirectly, through business, investment, or family:
 - i. an ownership or investment interest in any entity with which the Booster Club has a transaction or arrangement;
 - ii. a compensation arrangement with the Booster Club or with any entity or individual with which the Booster Club has a transaction or arrangement, or
 - iii. a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Booster Club is negotiating a transaction or arrangement.

For purposes of this Section 2, compensation includes direct and indirect remuneration and gifts or favors that are not insubstantial.

Section 3. Permitted Conduct

A Financial Interest is not necessarily a conflict of interest. Under Section 4. b, below, a person with a Financial Interest may have a conflict of interest only if the Board or a committee decides that a conflict of interest exists.

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Section 4. Procedures

- a. In connection with any actual or possible conflict of interest, an Interested Person must disclose the existence of the Financial Interest and be allowed to disclose all material facts to the Board and committees considering the proposed transaction or arrangement.
- b. After disclosure of the Financial Interest and all material facts and any discussion with the Interested Person, the Interested Person shall leave the Board or committee meeting. At the same time, determining a conflict of interest is discussed and voted upon. The remaining Board members or Committee members shall decide if a conflict of interest exists.
- c. The decision of the Board as to whether a conflict of interest exists shall include what consequences shall follow from such determination, including the prohibition of such Interested Person's participation in the events or transactions under consideration if so warranted in the discretion of the Board.

Section 5. Minutes The minutes of the Board and all committees thereof shall contain

- a. The names of the persons who disclosed or otherwise were found to have a Financial Interest in connection with an actual or possible conflict of interest, the nature of the Financial Interest, any action taken to determine whether a conflict of interest was present, the Board or committee's decision as to whether a conflict of interest in fact existed, and any action taken as a result of any actual or potential conflict of interest.
- b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Section 6. Compensation

- a. A voting member of the Board who receives compensation, directly or indirectly, from the Booster Club for services is precluded from voting on matters pertaining to such Board member's compensation.
- b. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Booster Club for services

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is precluded from voting on matters pertaining to such committee member's compensation.

Section 7. Signed Statements Each Officer and member of the Board or a committee thereof shall annually sign and deliver to the Secretary a statement which affirms such person:

- a. has received a copy of the Conflicts of Interest Policy;
- b. has read and understands the Conflicts of Interest Policy; and
- c. has agreed to comply with the Conflicts of Interest Policy.

Section 8. Revisions Periodic reviews of this Conflicts of Interest Policy shall be conducted by the Board and or outside advisors, whose services are secured by the Board, and any proposed amendments or modifications to same shall be presented to the General Membership at a regular or specially called meeting, for an approval vote (by a simple majority of those Members in Good Standing, present at such meeting).

**AMENDED AND RESTATED BYLAWS OF
THE EVERGREEN BASEBALL BOOSTERS, INC. ["BYLAWS"]**

APPENDIX 2 WAIVER AND RELEASE OF LIABILITY

IN CONSIDERATION OF the risk of injury that exists while participating in EVERGREEN BASEBALL BOOSTERS _____ Event Name _____ (hereinafter the "Activity; and

IN CONSIDERATION OF my desire to participate in said Activity and being given the right to participate in same;

I HEREBY, for myself, my heirs, executors, administrators, assigns, or personal representatives (hereinafter collectively, "Releasor," or "I" or "me", which terms shall also include Releasor's parents or guardian if Releasor is under age 18 years of age), knowingly and voluntarily enter into this WAIVER AND RELEASE OF LIABILITY AND hereby waive any and all rights, claims, or causes of action of any kind arising out of my participation in the Activity; and

I HEREBY release and forever discharge EVERGREEN HIGH SCHOOL and EVERGREEN BASEBALL BOOSTERS, located at 29300 Buffalo Park Road, Evergreen, Colorado, 80439, their affiliates, manager, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns (collectively "Releasees"), from any physical or psychological injury that may suffer as a direct result of my participation in the aforementioned Activity.

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND PARTICIPATING IN THIS ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE BUT ARE NOT LIMITED TO" PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' NEGLIGENCE, CONDITIONS RELATED TO TRAVEL TO AND FROM THE ACTIVITY, OR FROM CONDITIONS AT THE ACTIVITY LOCATION(S). NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN AND UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY.

I FURTHER AGREE to indemnify, defend, and hold harmless the Releasees against any and all claims, suits, or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fee and any related costs.

I FURTHER ACKNOWLEDGE that Releasees are not responsible for errors, omissions, acts, or failures to act of any party or entity conducting a specific event or activity on behalf of Releasees. In the event that I should require medical care or treatment, I authorize EVERGREEN HIGH SCHOOL and EVERGREEN BASEBALL BOOSTERS to provide all emergency medical care deemed necessary, including but not limited to, first aid, CPR, the use of AEDs, emergency medical transport, and sharing of medical information with medical personnel. I further agree to assume all costs involved and agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

AMENDED AND RESTATED BYLAWS OF

THE EVERGREEN BASEBALL BOOSTERS, INC. ["BYLAWS"]

I FURTHER ACKNOWLEDGE that this Activity may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. I agree not to participate in the Activity unless I am medically able and properly trained, and I agree to abide by the decision of the EVERGREEN HIGH SCHOOL and EVERGREEN BASEBALL BOOSTERS official or agent regarding my approval to participate in the Activity.

I HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE EVERGREEN HIGH SCHOOL and EVERGREEN BASEBALL BOOSTERS AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS, AND ASSIGNS FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST EVERGREEN HIGH SCHOOL and EVERGREEN BASEBALL BOOSTERS FOR PERSONAL INJURY OR PROPERTY DAMAGE.

To the extent that statute or case does not prohibit releases for ordinary negligence, this Release is also for such negligence on the part of EVERGREEN HIGH SCHOOL and EVERGREEN BASEBALL BOOSTERS, its agents, and employees.

I agree that this Release shall be governed for all purposes by Colorado law, without regard to any conflict of law principles. This Release supersedes any and all previous oral or written promises or other agreements.

In the event that any damage to equipment or facilities occurs as a result of my family or my family's or my agent's willful actions, neglect, or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any such actions of neglect or recklessness.

THIS AGREEMENT was entered into at arm's length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both Participant or (Guardian for participant under 18 years of age) _____ and EVERGREEN HIGH SCHOOL and EVERGREEN BASEBALL BOOSTERS agree that this agreement is clear and unambiguous as to its terms and that no other evidence shall be used or admitted to alter or explain the terms of this agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase, or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in force and effect. If a court should find that any provision of this agreement to be invalid or unenforceable but that by limiting said provision, it would become valid and enforceable, then said provision shall be deemed to be written, construed, and enforced as so limited.

****2 Required**

Emergency Contact

Contact Relationship

Contact Telephone

**AMENDED AND RESTATED BYLAWS OF
THE EVERGREEN BASEBALL BOOSTERS, INC. ["BYLAWS"]**

I, THE UNDERSIGNED PARTICIPANT, AFFIRM THAT I AM OF THE AGE OF 18 YEARS OR OLDER AND THAT I AM FREELY SIGNING THIS AGREEMENT. I CERTIFY THAT I HAVE READ THIS AGREEMENT, THAT I FULLY UNDERSTAND ITS CONTENT, AND THAT THIS RELEASE CANNOT BE MODIFIED ORALLY. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND THAT I AM SIGNING IT OF MY OWN FREE WILL.

Participant's Name: _____

Participant's Address: _____

Signature: _____ **Date:** _____

PARENT/GUARDIAN WAIVER FOR MINORS

In the event that the participant is under the age of consent (18 years of age), then this release **must** be signed by a parent or guardian as follows:

I HEREBY CERTIFY that I am the parent or guardian of _____, named above, and do hereby give my consent without reservation to the foregoing on behalf of this individual.

Parent/Guardian Name: _____

Relationship to Minor: _____ **email:** _____

Signature: _____ **Date:** _____