

# Alberta Bicycle Association (ABA) Affiliation Policy

Affiliation with the Alberta Bicycle Association (ABA) connects clubs, teams, and businesses to the heart of cycling in Alberta. By affiliating, organizations gain access to provincial and national programs, comprehensive insurance coverage, and exclusive resources that support safe, inclusive, and thriving cycling communities. Affiliates benefit from promotion through ABA channels and alignment with Cycling Canada's national standards. This partnership ensures that members ride, race, and grow within a network that prioritizes safety, fun, professionalism, and the development of cycling at every level.

#### 1. Purpose

All Alberta Bicycle Association (ABA) Affiliates: Affiliate Clubs, Business Affiliates, and Provincial Trade Teams are required to affiliate annually.

This Affiliation Policy sets out the terms and conditions under which the Club, Team, or Business is granted affiliation with The Alberta Bicycle Association (ABA).

#### 2. Definitions

For the purpose of this Policy, the following terms are defined:

- a. "Affiliate Club / Team" refers to the affiliated not-for-profit cycling club, Provincial Trade Team and, or Business Affiliate named in this agreement.
- b. "Affiliate / Club Member" means a registered participant of the Club/Team who is eligible under ABA policies.
- c. "Sanctioned Event" means any event sanctioned and insured by ABA or Cycling Canada.
- d. "Policies" refer to ABA and Cycling Canada's formal rules and guidelines adopted by the affiliate.

#### 3. Terms of Affiliation

Affiliation is valid through December 31 of each year. The Affiliate must reapply annually by submitting updated documentation (if required) and affiliation dues as determined by the ABA. The ABA reserves the right to deny renewal based on compliance history.

- a. The ABA allows both Non-Profit and For-Profit organizations to affiliate.
- b. Only Members in good standing may join an Affiliated club or organization.
- c. The President, Principal, or Team Manager of each affiliated entity must purchase a UCI ABA Technical License directly and select the "Team Manager" designation.
- d. An Affiliate Club / Team with outstanding invoices (memberships or events) will not be approved until accounts are reconciled.

## 4. Rights and Benefits of Affiliation

As an Affiliate of the ABA, the Affiliate is entitled to:

- a. Access to provincial-level cycling programs, coaching, training, and events.
- b. Eligibility for sanctioned events and competitions.

- c. General Liability and Sport Accident Insurance coverage for registered affiliates, subject to policy terms.
- d. Access to Directors & Officers Liability Insurance
- e. Access to Trail Building Insurance
- f. Access for Affiliate members to 24/7 Anytime on a Bike Insurance
- g. Access for Members to Preferred rates for Bike Insurance Program
- h. Access for Club Members to Exclusive Membership Benefits
- i. Access to education, resources, and technical support
- j. Access to Sport Alberta Charitable Donation Program
- k. Use of ABA branding to promote affiliation.
- l. Club promotion and spotlights through ABA socials and newsletters

## 5. Membership Obligations

The Affiliate agrees to:

- a. Uphold the values and mission of the ABA.
- b. Abide by all ABA and applicable Cycling Canada sport policies, including, but not limited to:
  - i. Safe Sport Policy and Athlete Protection Guidelines
  - ii. Code of Conduct and Ethics
  - iii. Anti-Doping Policy (as applicable)
- c. Comply with applicable data protection laws, including the Personal Information Protection Act (PIPA), in relation to the handling and safeguarding of personal information of its members.
- d. Maintain accurate records of Club Membership, training certifications, event participation, and reporting of incidents and or participant injuries to the ABA. These records must be made available to the ABA upon reasonable request for compliance verification or insurance purposes.
- e. Pay annual affiliation fees.
- f. Promote ABA-sanctioned events, programs and initiatives to Club Members.
- g. Ensure that any non-sanctioned events hosted by the Affiliated Club / Team name the ABA as "additional insured" with a minimum of five (5) million dollars in general liability insurance on the event certificate of insurance request.

#### 6. Affiliation Fees

The Affiliate agrees to pay the annual affiliation fee as determined by the ABA. The fee structure will be published annually by the ABA and may be flat or tiered based on organization type or size.

#### 7. Compliance and Disciplinary Action

Members, Coaches, and management/staff of Affiliate Clubs and Teams are expected to abide by all ABA Policies including, but not limited to, the ABA Code of Conduct. The ABA reserves the right to investigate complaints and, where necessary, sanction or suspend Members, Coaches, and management/staff of the Affiliate Club or Team in accordance with its disciplinary policies.

- a. Breach of this agreement
- b. Violation of ABA's or Cycling Canada policies
- c. Conduct detrimental to the reputation or operations of the ABA
- d. Repeated minor infractions or major infractions as listed in the ABA Discipline and Complaints policy.

e. Breach of the Alberta Universal Code of Conduct ("AB UCC")

#### 8. Termination

This contract may be terminated:

- a. By the Affiliate with thirty (30) days written notice to the ABA.
- b. By the ABA, if the Affiliate fails to meet its obligations under this agreement or violates ABA policies, subject to due process.
- c. Upon termination:
  - i. All ABA branding and materials must be removed from all Club communications.
  - ii. The Affiliate will lose access to all ABA programs, services, and insurance coverage.
  - iii. The ABA will follow the procedures outlined in its Discipline and Complaints Policy, including access to the Independent Third Party for resolution, when due process is required.

## 9. Liability and Indemnity

The Affiliate agrees to indemnify and hold harmless the ABA, its officers, directors, and employees, from any claims arising from the actions of the Affiliate or their Members, except where such claims arise from the gross negligence or willful misconduct of the ABA.

#### 10. Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Alberta.

## 11. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior understandings and agreements relating to the subject matter.

## 12. Force Majeure

Neither party shall be liable for any failure to perform its obligations under this Agreement where such failure is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes, governmental regulations, natural disasters, pandemics, or other emergencies that make performance impossible or impracticable.

## 13. Confidentiality

The Affiliate agrees to keep confidential any non-public information received from the ABA during affiliation, including but not limited to policy drafts, training materials, or internal communications, except where disclosure is required by law.

#### 14. Dispute Resolution

Any disputes arising under this Agreement that cannot be resolved through direct negotiation shall be referred to mediation before any other legal recourse is pursued. If mediation fails, disputes shall be resolved in accordance with ABA Dispute Resolution Policy.

#### 15. Insurance Coverage Overview

All ABA members and affiliates are included under Cycling Canada's Collective insurance policy, which provides:

- a. Sport Accident coverage
- b. Five (5) million dollars general liability for General/Community members
- c. Ten (10) million dollars general liability for members and organizers with Provincial/UCI licenses
- d. Two (2) million dollars Abuse Incident Liability Coverage

- e. To ensure participants are covered by insurance, clubs and Affiliates must:
  - i. Confirm all participants are ABA members
  - ii. Follow provincial/local regulations and ABA Safe Sport and Risk Management policies
- f. Ensure all program coaches are NCCP certified, have completed Safe Sport training, and provide a Vulnerable Sector Check if working with youth.

## Appendix A

## **Types of Affiliation**

## 1. Provincial Clubs (Non-Profit)

- Must be incorporated as a Non-Profit Society with bylaws and a constitution.
- Membership is open to all individuals with a valid ABA membership.
- Must hold an Annual General Meeting (AGM) and maintain a board of directors.
- Must ensure all members hold valid ABA Memberships (Affiliate Club Membership or UCI License).
- Must establish and maintain bylaws, policies, and guidelines transferable between executives.
- Must have a risk management plan and provide member waivers to the ABA.
- All coaches, managers, personnel, and volunteers must adhere to the Responsible Coaching Movement https://coach.ca/sport-safety/responsible-coaching-movement

## 2. Business Affiliates (For-Profit or Non-Profit)

- May include bike shops, for-profit or non-profit race organizers, and commercial ride and training / coaching businesses.
- Race organizer activities that are open to non-members such as Gran Fondos, Gravel Events, Mountain Bike Races can be covered under the collective insurance program if sanctioned by the ABA and a Commercial Certificate of Insurance has been issued.

## 3. Provincial Trade Teams (Closed Membership)

- Privately owned and operated.
- Membership is by invitation/selection only.
- Athletes must hold a UCI Race License.
- Team Managers must hold a UCI Technical License.
- Must follow provincial/local regulations and ABA Safe Sport and Risk Management policies.
- All coaches, managers, personnel, and volunteers must adhere to the Responsible Coaching Movement https://coach.ca/sport-safety/responsible-coaching-movement