**Bylaws**
**Of**
**Minnesota Sled Hockey Association**

## ARTICLE I – NAME

The name of this Association shall be the Minnesota Sled Hockey Association, Inc. (a non-profit corporation) hereinafter referred to as "MN Sled Hockey" and/or the Association.

## ARTICLE II – PURPOSE

**Section 2.1** The purpose of the MN Sled Hockey shall be to promote, encourage and operate amateur sled hockey programs for families and players residing in the Minnesota District of USA Hockey.
**Section 2.2** MN Sled Hockey shall abide by and act in accordance with its Articles of Incorporation, Bylaws, Rules and Regulations and its Affiliate Agreement with the Minnesota Amateur Hockey Association (Minnesota Hockey).
**Section 2.3** The association is a corporation that complies with the provisions of the Minnesota Non-Profit Corporation Act, Minnesota Statues Chapter 317A, and all amendments thereof and Section 501(c) 3 of the Internal Revenue Code.

## ARTICLE III – CORE VALUES

MN Sled Hockey will be guided by the following core values set forth by Minnesota Hockey and USA Hockey:

- **EQUAL OPPORTUNITY –** An environment of equal opportunity will be maintained in all actions and activities of the MN Sled Hockey. Further, the Association shall provide an equal competitive opportunity, taking into account ability, physical size and other athletic criteria, to amateur athletes, coaches, trainers, managers, administrators, and officials to participate, consistent with the requirements of the Amateur Sports Act of 1978, as amended, in amateur athletic competition without discrimination on the basis of race, color, religion, age, sex or national origin.
- **SPORTSMANSHIP –** Foremost of all values is to learn a sense of fair play. The MN Sled Hockey players, coaches and parents will be humble in victory and gracious in defeat. MN Sled Hockey will foster friendship among teammates and opponents alike.
- **RESPECT FOR THE INDIVIDUAL –** Each member will treat all others as they would expect to be treated.
- **INTEGRITY –** Each member will see to foster honesty and fair play beyond mere strict interpretation of the rules and regulations of the game.
- **PURSUIT OF EXCELLENCE AT THE INDIVIDUAL, TEAM AND ORGANIZATIONAL LEVELS –** Each member of the organization, whether player, volunteer or staff, should see to perform each aspect of the game to highest level of his or her ability.

- **ENJOYMENT –** First and foremost, the hockey experience must be fun, satisfying and rewarding for each participant.
- **LOYALTY –** The MN Sled Hockey will aspire to teach loyalty to the ideals and fellow members of the sport of hockey.
- **TEAMWORK –** We value the strength of learning to work together and believe that the use of teamwork is reinforced and rewarded by success in the hockey experience.

## ARTICLE IV -OFFICES

**Section 4.1. PRINCIPAL OFFICE.** The principal office of the corporation shall be located in the State of Minnesota. Minnesota Sled Hockey Association may have such other offices either within or without the State of Minnesota, as the Board of Directors may designate or as the business of Minnesota Sled Hockey Association may require from time to time.

**Section 4.2. REGISTERED OFFICE.** The registered office of the corporation, as required by the Minnesota Nonprofit Corporation Code to be maintained in the State of Minnesota, may be, but need not be, identical with the principal office in the State of Minnesota, and the address of the registered office may be changed from time to time by the Board of Directors, or the President.

## ARTICLE V- MINNESOTA HOCKEY PROVISIONS

**Section 5.1 Minnesota Hockey Preeminence** The MN Sled Hockey Association, an affiliate Association of Minnesota Hockey and USA Hockey, shall abide by and act in accord with the Articles of Incorporation, Bylaws, Rules and Regulations, Playing Rules and decisions of the Board of Directors of Minnesota Hockey and USA Hockey, and such documents and/or decisions of MN Sled Hockey. Further, the Association shall assist Minnesota Hockey and USA Hockey in the administration and enforcement of the provisions of the Bylaws, Rules and Regulations, Playing Rules and decisions of the Board of Directors of Minnesota Hockey and USA Hockey, within and upon its members and/or within its jurisdiction.

**Section 5.2 Indemnity** MN Sled Hockey, an affiliate Association of Minnesota Hockey and USA Hockey, shall indemnify and hold harmless Minnesota Hockey and USA Hockey, the Board of Directors of Minnesota Hockey and USA Hockey and each member thereof, the Executive Committee of Minnesota Hockey and USA Hockey, and each member thereof, councils, and committees for the Minnesota Hockey and USA Hockey and each member thereof, and all other elected, appointed, employees or volunteer representative of Minnesota Hockey and USA Hockey from any and all claims, liability, judgment, costs, attorneys' fees, charges and expenses whatsoever, arising from

the acts and omissions of the Association, except to the extent (i) that Minnesota Hockey and USA Hockey or its aforedescribed representatives caused such claims, liability, judgments, costs, attorneys' fees, charges or expenses by their own intentional neglect or default or (ii) that such acts or omissions were the direct result of compliance with the Articles of Incorporation, Bylaws, Rules and Regulations, Playing Rules or decisions of the Board of Directors of Minnesota Hockey and USA Hockey. Further, the Association understands and acknowledges that Minnesota Hockey and USA Hockey and it's afore described representatives have assumed such assignments, function, office or capacity upon the express understanding, agreement and condition that they be so indemnifies and held harmless to the extent described in this section.
Minnesota Hockey and USA Hockey shall reasonably cooperate with MN Sled Hockey in any litigation and provide reasonable support in connection therewith, including but not limited to advice and testimony upon reasonable request; provided, however, that such cooperation shall not require Minnesota Hockey and USA Hockey to incur any out of pocket expense not reimbursed by the Association.

## ARTICLE VI - MEMBERSHIP

**Section 6.1 Qualification** Membership is open to anyone living within the Minnesota District area as defined by USA Hockey, which is "natural hockey community" defined in Minnesota Hockey Youth Rules and Regulations Section IV. Residency, as described in this Association's Affiliate Agreement with Minnesota Hockey.

Membership is also open to anyone living outside the Minnesota District area who successfully obtains a waiver in accordance with the terms and conditions of Minnesota Hockey Rules and Regulations Section IV as may be amended from time to time. Waivers, if granted, will apply only to the season in which the request is made. Request for waivers for subsequent seasons must be applied for on an annual basis.

**Section 6.2 Requirement** Membership is required for a player to be allowed to participate in any MN Sled Hockey program.

**Section 6.3 Voting** Each family and adult membership shall be entitled to one (1) vote on each matter submitted to a vote of the membership. Family membership votes may be cast by either parent/guardian, but only one vote may be cast per family. All votes shall be cast in person, by written ballot or by electronic means provided by the Board. All matters brought before a meeting of the members shall be decided by a simple majority of those voting, unless otherwise provided by law, the Articles of Incorporation of this corporation, or these Bylaws.

The Board of Directors may cause to be submitted by mail or email ballot any questions to be voted on at any member meeting. Such ballot shall contain the exact text of the proposed motion, resolution, or amendment to be acted upon, and the date of the meeting, and shall also contain space in which the member may indicate affirmative or negative vote thereon. Such ballot when completed and signed by an absent member and received

by the Association shall be counted as the vote for such member at the meeting. All mailed ballots to be included must be received 48 hours prior to the commencement of the meeting.

**Section 6.4 Membership Year** The membership year shall run from September 1 of any given year until August 31 of the following year.

**Section 6.5 Annual Meetings** There shall be at least one regular meeting of the membership annually, as determined by the Board of Directors. The annual meeting shall occur in August of each year for the purpose of electing Directors and other related business.

**Section 6.6 Special Meetings** Special meeting may be called by the Secretary upon request of the President, at least three (3) Board of Directors or upon the request of at least 20% of members in good standing. No business other than that specified in the request shall be transacted at a special meeting.

**Section 6.7 Notice** Thirty (30) days prior to the annual meeting of the members, the Board of Directors shall determine the members entitled to notice of and entitled to vote at the meeting. The Board shall cause to be prepared a list of the names and addresses of the members entitled to vote. This list shall be available for inspection by a member with voting rights.

The Association will make a best effort to individually communicate notices and agendas of all meetings at least five (5) calendar days prior to the meeting.

**Section 6.8 Agenda** Members may request of the Secretary or President that specific items are included in the agenda of the regular membership meetings. Such requests must be made in writing at least fifteen (15) calendar days prior to the date of a meeting. Items submitted shall be specific as to the issue and must be introduced to the general meeting by the requester. If the requester is not in attendance at the meeting, the item will be tabled.

**Section 6.9 Location** The Board of Directors will determine the time and location of all such meetings and give notice in accordance with the provisions of Section 6.8 above.

**Section 6.10 Quorum** The members present at any annual or special meeting shall constitute a quorum for all membership meetings for the transactions of business except as otherwise provided by law, the Articles of Incorporation of this Association, or by these bylaws. Mailed ballots received prior to the commencement of the meeting shall be counted for purposes of determining a quorum.

## ARTICLE VII – DUES AND ASSESSMENTS

**Section 7.1 Annual Dues and Assessments** The amount of dues and assessments (if any) for individual memberships shall be reviewed and set annually by the Board of Directors.

## ARTICLE VIII- BOARD OF DIRECTORS

**Section 8.1 Authority and Responsibility** The governing body of the Association shall be the Board of Directors. The Board of Directors shall have supervision, control and direction of the affairs of the Association, its committees and publication shall determine its policies and changes therein and shall actively prosecute its objectives and supervise disbursement of its funds. The Board may adopt such rules and regulations for the conduct of its business and shall be deemed advisable

**Section 8.2 Number and Qualification** The number of Directors shall be a minimum of 7 members. Directors shall be residents in the Minnesota Hockey District as defined by USA Hockey. The Directors of the Corporation shall include the Officers of the Association, registrar, and a representative from each USA and Minnesota Hockey registered team within the association.

**Section 8.3 Vote** Each Director shall have one (1) vote on matters before the Board.

**Section 8.4 Term of Office** Each Director shall serve a three (3) year term of office with the exception of team representatives, such terms commencing at the April Board meeting in the year of their election. Team Representatives shall serve a three (3) year term of office commencing at the August board meeting of the year of their election.

**Section 8.5 Staggered Terms** Director terms shall be staggered to ensure that no more than one-third (1/3) of the Board membership changes as a result of the annual election.

**Section 8.6 Term Limits** The number of terms will not be limited.

**Section 8.7 Nominations** In July of each year, the President shall appoint a nominating committee consisting of at least three (3) individuals. The individuals can be general members or existing Board members. The committee shall actively solicit interested candidates from the membership through the website and other means and, at least thirty (30) days prior to the annual election set by the Board, shall submit a list of candidates to the Board. There shall be at least one candidate nominated for each open Board position. By majority vote, the Board of Directors can request the nominating committee obtain additional nominees, and can, again by majority vote, independently add additional candidates not presented by the nominating committee.

**Section 8.8 Lack Of Candidates** If the Board does not receive at least one candidate for each open Board position, the President can appoint a willing member to fill the vacant spot(s) whenever such member is identified. If, after full exhaustion of the nomination processes in Section 8.7 (i.e., the solicitation of additional nominees and/or independent addition of candidates by majority vote of the Board), there remains an insufficient number of candidates for the open Board positions, the President may appoint any willing

MN Sled Hockey member to fill the vacant spot(s). Prior to making a Board appointment under this Section, the President or his designee shall provide fourteen (14) days notice to the general membership in an effort to allow interested candidates a final opportunity to volunteer for such open position(s). Should more volunteers show interest than there are open positions, the Board of Directors by majority vote can endorse candidates.

**Section 8.9 Endorsement of Candidates** By majority vote, the Board of Directors can endorse a candidate on the ballot. Endorsing nominees is not intended to be part of the regular practice of electing Board members, but instead is intended to be limited to those nominees who have specialized professional skills such as accounting or charitable gambling, a willingness to engage in unpopular Board positions, or a willingness to take on Board positions requiring inordinate time commitments (such as ice coordinator). By way of example, if a nominee is a CPA or accountant and is needed for a vacant treasurer position, the Board may endorse such a candidate, and can provide the members with an explanation as to why the candidate is endorsed by the Board of Directors on the ballot.

**Section 8.10 Election of Directors** If there are more nominees than open positions, the directors shall be elected by mail or electronic means. The election shall be completed such that the candidates are notified in March in advance of the first Board meeting in April, which is the first Board meeting of attendance for the elected candidate(s). A ballot listing the nominees shall be available to all members eligible to vote. Votes cast shall be totals, the nominees ranked in the order of the votes received, and the nominees assigned to fill vacancies in the order of ranking. Ties will be broken by a flip of the coin managed by the Board Officers. When all vacancies are so filled by the nominees receiving the greater number of votes, the remaining nominees will be considered as not elected to the Board of Directors.

**Section 8.11 Interim Vacancies** Whenever vacancies in the membership of the Board of Directors shall arise, other than by expiration of term of office, the President shall nominate a person qualified to be a member of the Board to fill the vacancy and serve the remainder of the term. At a meeting of the Board of Directors, at which a quorum of two thirds of the Board is present, such nominees shall be elected upon a majority vote of the Directors present.

**Section 8.12 Removal of Directors** A Director may be removed from the Board of Directors prior to the expiration of his/her term. In such event, the Director shall be given fifteen (15) days written notice, which notice shall outline the justification for such actions, to appeal the petition. If no such appeal is filed with the President within the fifteen (15) day notice period, the petition will be considered uncontested and will be voted upon by the Board of Directors at their next regularly scheduled meeting. If, during the notice period, the Director requests a hearing at a Special Meeting of the full Board of Directors, the Board shall meet in open session within thirty (30) days of such request and hear input from the Director. The Board shall vote by written ballot. A two thirds (2/3) majority of the full Board will be required to remove the Director. The determination the Board shall be final and binding upon all parties.

**Section 8.13 Regular Meetings** Regular meetings of the Board of Directors shall be set

by the Board of Directors. The date, time or place may be changed at the discretion of the President and upon timely notice to the other members of the Board of Directors.

**Section 8.14 Special Meetings** Special meetings of the Board of Directors may be called from time to time by the President, or by any ten (10) of the Directors, at such time and place as may be designated in the notice of such meeting.

**Section 8.15 Meeting Notices** Seven (7) calendar days notice needs to be given of any regular meeting of the Board of Directors. Three (3) calendar days' notice of any change in the date, time or place of a regular meeting or special meeting shall be given to all Directors.

**Section 8.16 Waiver of Notice** Notice of any meeting of the Board of Directors may be waived, either before, at or after such meeting, in writing, signed by each Director. A Director, by his/her attendance and participation in the action taken at any meeting of the Board of Directors, shall be deemed to have waived notice of such meeting.

**Section 8.17 Quorum** Except as otherwise provided herein, a simple majority of the voting members of the existing Board of Directors shall constitute a quorum for the transaction of business.

**Section 8.18 Written Action** Any action which might be taken at a meeting of the Board of Directors, or any duly constituted committee thereof, may be taken without a meeting if done in writing and signed by all of the Directors or committee members.

**Section 8.19 Compensation** Directors of this Association shall not receive any compensation for their services other than reimbursement of authorized, documented expenses incurred on behalf of the Association.

**Section 8.20 Indemnification** To the full extent permitted by Minnesota Statutes, Section 317A.501, as amended from time to time, or by other provisions of law, each person who was or is a party or is threatened to be made party to any threatened, pending or completed action, suit or proceeding, wherever and by whomsoever brought (including any such proceeding, by or in the right of this Association), whether civil, criminal, administrative, or investigative, by reason of the fact that he/she is or was a Director or Officer of this Association, shall be indemnified by this Association against expenses, including attorney's fee, judgments, fines and amounts paid in settlement actually and reasonable incurred by him/her in connection with such action, suit or preceding. The indemnification provided by this section shall insure to the benefit of the heirs, executors, and administrators of such person and shall apply whether or not the claim against such person arises out of matters occurring before the adoption of this section. This section shall not apply to such persons who have committed intentional harmful acts against this Association.

## ARTICLE IX – OFFICERS

**Section 9.1 Number and Limitations** The Officers of the Association shall consist of a President, Secretary, Player Development and Outreach, Coaching Development, Social Media and Events, Registrar, Fundraising and Team Representatives. No person shall hold more than one office at any one time.
**Section 9.2 Election, Term of Office and Qualifications** At their August meeting, the Board of Directors shall elect from within their number, a President, Secretary, Player Development and Outreach, Coaching Development, Social Media and Events, Fundraising and Team Representatives who shall serve a three year term, as their terms expire.

**Section 9.3 Vacancies** Whenever a vacancy shall arise in the office of President, the Team Manager shall automatically become President and shall complete the unexpired portion the preceding President's term. Whenever a vacancy shall arise in the office of the Team Manager, Secretary or Treasurer, such vacancy shall be filled from within the members of the Board of Directors by election at any regular or special meetings of the Board provided notice of such elections made to all Board members at least seven (7) calendar days prior to any meeting called for the purpose.

## ARTICLE X - COMMITTEES

**Section 10.1 Standing Committees** The Board of Directors may create such standing or special committees as it deems necessary to promote the purposes and to carry on the work of the Association. The Board of Directors shall designate the committee chairperson, either a Director or a member of the Association.

**Section 10.2 Other Committees** The Board of Directors may from time to time appoint members of the Association and others to study and advise the Association of such matters, or as the President deems necessary or appropriate.

**Section 10.3 Minnesota Hockey Diversified Hockey Representatives** The Minnesota Hockey Board of Directors shall designate one member of the Board to be the official representative of the Association

## ARTICLE XI – RECORDS AND FINANCIAL

**Section 11.1 Fiscal Year** The fiscal year shall commence on the first day of January each year and end on the 31st day of December of the following year.

**Section 11.2 Books and Records** The Board of Directors shall cause be kept: A membership register, a record of all proceedings of the Directors, a complete accounting record of the receipts and disbursements of the Association and other such records and books of account as shall be necessary and appropriate to the conduct of the Association business.

**Section 11.3 Documents** The Board of Directors shall cause to be kept in a suitable and safe location, originals or copies of: the Articles of Incorporation, Bylaws of the Association and amendments thereto, current operating policies, audited financial statements, legal contracts and fidelity bonds.

The Association will distribute to its members on an annual basis, upon request, copies of the Bylaws, Rules and Regulations and other governing documents, and all amendments thereto.

**Section 11.4 Audit and Examination of Books** The financial records of the Association shall be audited by an audit committee consisting of at least three members of the Association appointed by the President and approved by the Board of Directors.

Any member of the Association shall have the right to examine either in person or agent or attorney, at any reasonable time, for any purpose, and at the place or places where usually kept, the books of account and records of the proceedings of the Directors and to make extracts there from.

**Section 11.5 Sponsorships and NHL relationships** The use of the name and logo of the NHL Wild organization shall be reviewed and approved by the Minnesota Sled Hockey Association President and the legal branch of the Minnesota Wild. Its use is at the discretion of these two entities and may be revoked from use by either party at any time. No organization/person/team shall make any modifications to the logo without the written and expressed permission of the association president and the Minnesota Wild.

Sponsorships: Any entity wishing to advertise their sponsorship of the Minnesota Sled Hockey Association and its programs will facilitate all communication and funding through the Minnesota Sled Hockey Association President and fiscal intermediary (ECF). Failure to follow these guidelines and funding streams will result in the revocation of sponsorship and the removal of all logos and narrative pertaining to the Minnesota Sled Hockey Association and its programs. Sponsors of the Minnesota Sled Hockey Association and its programs will conduct all its giving through our identified fiscal intermediary (ECF). Individual programs that fall under the Minnesota Sled Hockey Association who receive funding from sponsors will report that funding to the Minnesota Sled Hockey Association. The association board will manage future funding through their established grant process with a clear P and L that includes donations to programs at all levels. Failure to accurately report financials may result in sanctions leading up to revocation of established Minnesota and USA Hockey membership.

## ARITCLE XII – AMENDMENTS TO BYLAWS

**Section 12.1** These bylaws may be amended or altered only as provided by Minnesota Statutes Section 317A.181, Subd. 2.

**Section 12.2** All amendments and/or alteration of the bylaws made subsequent to the prior years annual membership meeting will be reported by the President at the next annual meeting.

## ARTICLE XIII - PHYSICAL ABUSE POLICY AS ADOPTED BY USA HOCKEY

**Section 13.1** It is the policy of Minnesota Sled Hockey that there shall be no physical abuse of any participant involved in any of its sanctioned programs. Physical abuse means physical contact with a participant that intentionally causes the participant to sustain bodily harm or personal injury. Physical abuse also includes physical contact with a participant that intentionally creates a threat of immediate bodily harm or personal injury. Physical abuse does not include physical contact that is reasonably designed to coach, teach or demonstrate a hockey skill. Permitted physical conduct may include, but is not necessarily limited to, shooting pucks at a goaltender (in a manner appropriate for the level), demonstrating checking and other hockey skills, and communicating with or directing participants during the course of a game or practice, by touching them in a non-threatening, non-sexual manner.

Upon proof of violation of this policy, the violator will be permanently banned or suspended from USA Hockey, Minnesota Hockey, and Minnesota Sled Hockey sanctioned programs and/or programs of its Affiliate Associations.

## ARTICLE XIV SEXUAL ABUSE POLICY AS ADOPTED BY USA HOCKEY

**Section 14.1** It is the policy of MN Sled Hockey that there shall be no sexual abuse of any minor participant involved in any of its sanctioned programs. Sexual abuse of a minor participant occurs when a volunteer touches a minor participant for the purpose of causing the sexual arousal or gratification of either the minor participant or the volunteer. Sexual abuse of a minor participant also occurs when a minor player touches a volunteer for the sexual arousal or sexual gratification of either the minor participant or the volunteer if the touching occurs at the request or with the consent of the volunteer. Neither consent of the player to the sexual contact, mistake as to the participant's age, nor the fact that the sexual contact did not take place at a hockey function are defenses to a complaint of sexual abuse.

Upon proof of violation of this policy, the volunteer will be permanently banned or suspended from USA Hockey, Minnesota Hockey, and MN Sled Hockey sanctioned programs and/or programs of its Affiliate Associations.

## ARTICLE XV – DISSOLUTION

**Section 15.1** Upon the dissolution of this Association, the Association shall, after paying or making provisions for the payment of all the liabilities, dispose of such assets of the Association exclusively for the purpose of the Association in such manner, or to such organization or organizations organized and operated exclusively for the charitable, educational, religious or scientific purposes as shall at the time qualify as an exempt organization or organizations under section 501(c)3 of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue Law), as the Directors shall determine. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction of Hennepin County, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purpose.

MINNESOTA DIVERSIFIED HOCKEY STRUCTURE-ADDENDUM

In 2006, Minnesota Hockey established the guidelines for creating and managing Diversified Hockey (formerly Disabled Hockey) in our Minnesota District. This was based on creating cohesive programs within our state and managing established sponsorship, player rules, and adherence for volunteers and coaches to Minnesota and USA Hockey requirements. The following guidelines were established with great success since that time.

1. Each discipline will have a single association/affiliate that will manage all teams that fall under that discipline. The association will create a board that includes representation from across the programs and create by-laws that are consistent with Minnesota and USA Hockey requirements.
2. Each association board will determine how to manage the financials, ice time, branding, etc. of all their programs. These programs will follow the rules that are created by their association boards. They will each have a signed affiliate agreement with Mn Hockey.
3. Teams wishing to be recognized as a diversified program in Minnesota (and a disabled program within USA Hockey) must be affiliated with their designated program association. Participation in USA Disabled Hockey sanctioned events is reliant on this relationship.
4. Each association/affiliate is represented by the Minnesota Diversified Hockey Director. This singular voice allows for consistently, follow through and fairness within program representation to major sponsors, including the respective NHL team. This perspective has greatly increased the support, both programmatically and financially from these major sponsors. We are seen as one cohesive group and are no longer vying for support at the cost to another program. It is the responsibility of the Minnesota Diversified Hockey Director to assure that benefits from the respective NHL team and major sponsors wishing to identify

themselves as such with the associations and Minnesota Hockey to assure those benefit is distributed equitably.

5. The Minnesota Diversified Hockey Director will be the main point of contact with the Minnesota Wild/Minnesota Wild Foundation per mutual agreement established in 2008. All communication regarding fundraising, promotion of programs, team representation and game opportunities will be managed between these two entities. Minnesota Hockey/Minnesota Diversified Hockey will be the established point of contact and authority on the needs and opportunities for their respective Associations and subsequent programs. Any such promotion of sponsors wishing to use the names and identities of Minnesota Hockey/Minnesota Diversified Hockey will be done with the approval of the Minnesota Hockey Board of Directors under the guidance of the Minnesota Diversified Hockey Director/USA Disabled Hockey Director.

## CERTIFICATE

I hereby certify that the foregoing Bylaws, consisting of 12 pages, including this page, constitute the Bylaws of Minnesota Sled Hockey, Inc. adopted by the Board of Directors of the corporation as of May , 2023.