

Johnstown All-Terrain Vehicle Club Inc. Club Policy Document

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Chapter 1 – Introduction

1.1 **Definition**

- 1. Johnstown All-Terrain Vehicle Club Incorporated is hereinafter referred to as JATVC or the Club.
- 2. JATVC Policy shall be interpreted as internal club guiding principles and rules documented herein and used in the administrative management of Club daily business and which do not pertain to Corporate Law.
- 3. An ATV shall be interpreted in accordance with Ontario's Off-Road Vehicles Legislation/Regulations, **Highway Traffic Act 316-03**.
- 4. Other Off-Road Vehicles permitted, i.e. side-by-sides (see policy concerning vehicles permitted on JATVC trails paragraph six (6)), shall fall within the same requirements as an ATV with respect to all JATVC Policies.
- 5. JATVC is a not for profit corporation.
- 6. JATVC is a member of the Ontario Federation of ATV Clubs (OFATV). The OFATV provides a third party \$15 million liability insurance policy for private landowners who have signed a land use agreement.

1.2 Purpose

1. The policies described herein are the non-corporate rules, regulations and behavior that have been adopted by the JATVC Executive as a means of documenting and fulfilling the operating requirements of a legitimate non-profit ATV club.

- 1. Members (annual or day) who contravene these policies shall be considered by the Club Executive for warning, trail permit retraction or club expulsion;
- 2. Non-members or instances of non-members on JATVC trails shall be considered in direct contravention of JATVC Policy and reported to the Club Executive.
- 3. Anyone involved in serious or repeated violation of JATVC Policy may be considered by the Club executive for legal action.

Chapter 2 – Member in Good Standing Policy

2.1 Policy

- 1. A JATVC member in Good Standing shall be interpreted as an individual who:
 - a. Has a valid and verifiable OFATV annual or day pass;
 - b. Has in their possession valid personal ATV insurance, ownership and identification while on JATVC trails;
 - c. Is in compliance with the requirements of Ontario's Off-Road Vehicles Legislation/Regulations. For more detailed information on the legal requirements for driving an ATV/ORV in Ontario, consult the *Off-Road Vehicles Act* (ORVA) and the *Highway Traffic Act*; and
 - d. Is respectful and in compliance with JATVC and OFATV rules, regulations and policies.

2. Renewal Policy - Loyalty Discount:

a. Members who renew their membership before the expiry of their membership shall receive a \$25 discount, paying \$125 for the membership instead of \$150.
 This option is only available online or the membership Director, vendors are not trained to issue a membership loyalty discount pass.

2.2 Purpose of Policy

1. These policies are deemed as necessary criteria for individuals to follow in order to remain a full time or day pass member of good standing within the Club. This policy has been adopted to ensure legal and moral responsibility, while also aiding in the preservation of the public image of the JATVC, OFATV and the ATV/ORV sport we promote.

2.3 Definitions

- 1. A valid and verifiable OFATV pass shall be interpreted as a fully paid OFATV sticker, OFATV day pass or OFATV driver's card, which is within the dates of issue and expiration.
- 2. Possession shall be interpreted as **immediately** available for presentation.

- 1. Contraveners shall be:
 - a. Explained the policy;
 - b. Requested to provide necessary information/documents; and
 - c. If necessary, request to cease any contravening activity.

2. Contraveners shall:

- a. Have their identity or vehicle license recorded if possible; and
- b. Be reported to the Club President; and
- c. As deemed appropriate, reported to local police.

Chapter 3 – Gift certificate policy

3.1 Policy

1. The Johnstown ATV Club offers gift certificates that may be purchased by family or friends for members in good standing.

3.2 Purpose

1. The purpose of the gift certificates is to allow gifts to be purchased for members which will help pay for their membership, rides, and/or merchandise, etc.

3.3 Definitions

1. Definition of a member in good standing, see chapter 2.

- 1. Gift certificates are available and redeemable from the club President and;
 - a. they are NOT available at trail permit vendor locations.
 - b. Gift certificates are not transferable and not redeemable for cash.
 - c. Gift certificates may be purchased using cash, cheque or E-transfer.
 - d. Members are responsible for costs not covered by gift certificates.
 - e. When the gift certificate is redeemed for a trail permit, the person redeeming the certificate must then provide their name, mailing address, email, phone, ATV/ORV make, model, and insurance policy number to become a member of the club or renew their membership.
 - f. See APPENDIX A for a sample gift certificate.

Chapter 4 – Alcohol and Drug Use Policy

4.1 Policy

- 1. JATVC endorses no tolerance for:
 - a. Operation of all-terrain vehicle(s) while impaired by alcohol or drugs;
 - b. Performance of Club trail maintenance while impaired by alcohol or drugs;
 - c. Performance of Club official or event duties while impaired by alcohol or drugs;
 - d. Club ATV Training while impaired by alcohol or drugs;
 - e. Illegal drinking; and
 - f. Public intoxication at club events.
- 2. For legislation, review the Ontario Ministry of Transportation impaired driving laws.

4.2 Purpose of Policy

1. This policy is adopted to reduce the risk of injury/death to our members and the public at large, and the risk of litigation against JATVC, OFATV and our volunteers.

4.3 Definitions

- 1. No tolerance for the operation of an ATV or ORV while impaired by alcohol or drugs.
- 2. Illegal drinking and intoxication shall be enforced in accordance with Ontario Law.

- 1. If deemed appropriate and having received prior individual event approval and requirements from the Club Executive, Club events with alcohol may be organized on a case by case basis.
- 2. ATV Riders in contravention of the JATVC Alcohol Policy shall be:
 - a. Explained their infraction;
 - b. Requested to provide identification;
 - c. Requested to park their vehicle and seek an alternate means of travel; and
 - d. Be reported to the Club President.
- 3. Uncooperative ATV Riders in contravention of the JATVC Alcohol Policy shall:
 - a. Not be engaged further;
 - b. Have their identity or vehicle license recorded if possible; and
 - c. Be reported to the Club President; and
 - d. As deemed appropriate, reported to local Police.

Chapter 5 – Club Image Policy

5.1 Policy

- 1. JATVC endorses a Club Image Policy which **does not**:
 - a. Promote alcohol advertising and sponsorship;
 - b. Promote tobacco advertising and sponsorship;
 - c. Display photographs or videos of riders in dangerous situations including being airborne;
 - d. Display photographs or videos of riders without all safety gear as recommended by the manufacturer or the Provincial Law;
 - e. Display photographs or videos of environmental degradation on or off the trail; and
 - f. Display riders and ATVs within sensitive wetland or bog areas.
- 2. JATVC endorses a Club Image Policy which does:
 - a. Show the variety of rider demographics, in accordance with manufacturer recommendations;
 - b. Show interactions, along trail, with other riders;
 - c. Show trail signs within all media;
 - d. Show safety equipment on riders as recommended by manufacturers and Provincial Law; and
 - e. Display riders riding trails at well-spaced intervals.

5.2 Purpose of Policy

- 1. This policy is adopted to;
- 2. Instill upon and reinforce responsible ATV activities within young riders; and
- 3. Enhance and maintain the public awareness of responsible ATV activities within the JATVC, OFATV and Provincial communities.

5.3 Definitions

- 1. Club Image shall be interpreted as activities or public appearance such as:
 - a. The JATVC website and social media;
 - b. News articles:
 - c. Any photograph or video with identifiable JATVC affiliation; and
 - d. Participation in JATVC events (including but not limited to rallies, parades and advertising).

- 1. Members shall avoid any action which brings discredit to JATVC, OFATV and the ATV/ORV sport.
- 2. Members shall not misrepresent or bring into question the integrity of JATVC if they knowingly contravene any JATVC, OFATV or Provincial Law, Regulation or Policy.

Chapter 6 – Land and Trail Use Policy

6.1 Policy

- 1. JATVC members will use JATVC marked trails in a way that maintains the condition of the trails;
- 2. The members will avoid going off the trails and onto private property; and
- 3. JATVC members will respect the environment and leave no trace of use.

6.2 Purpose of Policy

- 1. This policy is adopted to;
 - a. Instill and reinforce responsible ATV/ORV activities within all riders;
 - b. To promote and maintain the proper respect towards our landowners properties including all Crown Lands and managers of said lands;
 - c. To acknowledge that the future utilization of trails is directly related to how trails are used today and the relationships that are built with our community;
 - d. Respect the environment and the unique experience it provides to our members;
 - e. Facilitate negotiations between JATVC and land owners, municipal representatives, and government employees, as we try to expand our trail system; and
 - f. Encourage education and awareness that will further protect the environment.

6.3 Definitions

1. "No tolerance" for the operation of an ATV/ORV on Private lands or closed trails shall be interpreted in accordance with Ontario's Trespassing Legislation/Regulations.

2. A trespasser is:

- a. Every person who is not acting under a right or authority conferred by law and who, without the express permission of the occupier, the proof of which rests on the defendant, enters on premises when entry is prohibited under this Act, or engages in an activity on premises when the activity is prohibited under this Act; or does not leave the premises immediately after he or she is directed to do so by the occupier of the premises or a person authorized by the occupier, is guilty of an offence and on conviction is liable to a fine of not more than \$10,000.
- b. Entry on premises may be prohibited by notice to that effect and entry is prohibited without any notice on premises, that is a garden, field or other land that is under cultivation, including a lawn, orchard, vineyard and premises on which trees have been planted and have not attained an average height of more than two meters and

woodlots on land used primarily for agricultural purposes; or that is enclosed in a manner that indicates the occupier's intention to keep persons off the premises or to keep animals on the premises

- 1. JATVC members will:
 - a. Ride on designated trails only;
 - b. Not utilize CLOSED trails. 'If you don't know, don't go!';
 - c. Comply with all applicable legislation and/or municipal bylaws;
 - d. Not trespass on private property and do not utilize single-purpose trails designated for other (non-ATV) activities; and
 - e. Plan and stage rodeos and safety courses within areas such as pits, gravel parking lots and controlled areas.
- 2. Be sensitive to the environment by:
 - a. Avoiding sudden stops and directional changes with acceleration;
 - b. Avoiding sensitive and restricted areas, especially wetlands, lakeshores, steep stream banks and hills;
 - c. Crossing at designated crossings and utilize bridges when available. Cross watercourses at a 90-degree angle and drive carefully and slowly;
 - d. Parking and dismounting ATV/ORV to walk to sensitive, scenic, historic and cultural areas;
 - e. Avoiding riding after heavy rains;
 - f. Adjusting riding behavior to season, location and each rider's ability;
 - g. Taking out everything that is brought for a ride- do not litter;
 - h. Avoiding running over young trees and shrubs, particularly in the spring and the growing season of summer;
 - i. Enjoying wildlife viewing opportunities and avoiding stressing any species especially during rearing stages;
 - j. Not doing cut switch backs or take short cuts; and
 - k. Respecting the trail system or we will lose it!
- 3. Contraveners shall be:
 - a. Explained the policy;
 - b. Provided information/documents; and
 - c. Informed to cease any contravening activity.
- 4. Uncooperative contraveners shall:
 - a. Have their identity or vehicle license recorded; and
 - b. Be reported to the Club President; and
 - c. As deemed appropriate, reported to local police.

Chapter 7 – Vehicles Permitted on JATVC Trails Policy

7.1 Policy

- 1. The JATVC club permits the following vehicles on the trails with paid membership:
 - a. ATVs (single and two up); and
 - b. ORV (side-by-side off road vehicles)

7.2 Purpose of Policy

- 1. This policy is adopted to:
 - a. To define what vehicles are authorized on JATVC trails; and
 - b. To promote safety and compliance with current MTO/OFATV regulation

7.3 Definitions

- 1. ATVs may be designed for a driver and/or one passenger. A two up is designed for one passenger and must have a seat straddled by the passenger while sitting facing forward behind the driver with footrests for the passenger that are separate from the footrests for the driver. A one up ATV is not designed to carry a passenger.
- 2. An ORV (side-by-side), is defined as: a vehicle that has four or more wheels that contact the ground, seats that are not designed to be straddled, has an engine displacement equal to or less than 1,000 cubic centimetres, a weight of 1,700 kilograms or less, an overall width of 2.03 metres or less (excluding mirrors), a roll-over protective structure, a handle or device that an occupant can grasp, a seat belt for each seating position, a rear view mirror; and
- 3. All ORVs must display a manufacture compliance label in plain view.
- 4. See Ontario Regulation 316-03 (Ontario Highway Traffic Act).

5.

7.4 Procedures

- 1. Contraveners shall be:
 - a. Explained the policy;
 - b. Requested to provide requested information / documents; and
 - c. If necessary, request to cease any contravening activity.
- 2. Uncooperative contraveners shall:
 - a. Have their identity or vehicle license recorded if possible;
 - b. Be reported to the Club President; and

As deemed appropriate, reported to local Police.

Chapter 8 – Re-imbursement of Individual Expense Policy

8.1 Policy

- 1. JATVC expects members to act responsibly and professionally when incurring and submitting costs. The club will reimburse members for reasonable expenses on pre-approved business. This includes, for example, travel fares, accommodations, meals, telephone and charges, and purchases made on behalf of the Club.
- 2. JATVC does not pay for local travel to and from meetings. If employees use their vehicles for business travel, mileage will be reimbursed and for appropriate parking fees. JATVC will not be responsible for maintenance, traffic or parking violations.
- 3. Rates of reimbursement for mileage are pursuant to approval by a member of the executive as outlined in this policy below. The current kilometer reimbursement rate is \$0.59 per kilometer for the first 5000 km, and then \$0.53 per kilometer driven after that. If the fuel receipt is higher than the reimbursement rate, then the fuel receipt is what will be reimbursed. Club Executive will review the reimbursement rate quarterly.
- 4. JATVC will pay for two (2) individuals, made up of either executives, directors, or members in good standing, to attend the OFATV Annual General Meeting (AGM). Reasonable expenses occurred will be reimbursed. Attendance at the OFATV meeting does not require preapproval from the membership for these costs including fees, travel, hotel expenses and food (total \$60 per day food per person- no alcohol).

8.2 Purpose of Policy

1. This policy is designed to assist members in reporting expenses incurred while conducting JATVC business activities.

8.3 Definitions

1. Members or volunteers may be reimbursed expenses occurred if they have been preapproved by a member of the executive. An executive member may have expenses reimbursed with consultation with the executive if the expense is less than \$300. Expenditure over \$300 requires approval by the executive committee, by way of majority vote during any meeting called by the executive. Expenditure over \$1500 requires majority vote by general membership.

- 1. Original receipts are required for reimbursement of all expenses. These expenses include:
 - a. Travel receipts,
 - b. Credit card receipts; and/or
 - c. Detailed merchant receipts.

- 2. Receipts must be accompanied by a summary which outlines:
 - a. The nature of the expense;
 - b. The name and titles of the individuals involved; and
 - c. The purpose for the expense.
- 3. Expense summaries must be submitted with receipts and approved by the JATVC executive.
- 4. Mileage expenses should be submitted on the approved mileage form and be accompanied by a google map (or equivalent) outlining the km travelled.
- 5. All expenses and summaries must be submitted within 30 days to JATVC Treasurer for payment.

6. Travel guidelines

- a. Members are encouraged to travel economically.
- b. If a car rental is required, members are requested to rent compact vehicles.Members will be reimbursed for the fuel costs associated with renting a vehicle.
- c. Members will be reimbursed for reasonable hotel accommodations. Discounted room rates should be requested at the time of room booking.
- d. Receipts will not be paid where other meal arrangements are provided. For example, a luncheon included with an event.
- e. The following list includes examples of non-reimbursable expenses:
 - I. Personal travel insurance
 - II. Personal reading materials
 - III. Childcare
 - IV. Toiletries, cosmetics, or grooming products
 - V. Expenses occurred by spouses, children, or relatives
 - VI. In-room movies or video games
 - VII. Sporting activities, shows, etc.
- f. Any questions related to the content of this policy or its interpretation should be directed to the JATVC President/Treasurer. Refer to Part 6 Finance in JATVC Bylaws for further information.
- 7. Members in contravention of the policy:
 - a. Will not have expenses reimbursed; and
 - b. Will be explained the policy for future reference.
- 8. In the case of dishonesty or fraud:
 - a. Member will not have expenses reimbursed;

- Member will be reported to executive; b.
- c.
- Member will have membership cancelled; and May be held criminally or civilly liable for their actions and reported to police. d.

Chapter 9 – Volunteers Policy

9.1 Policy

- 1. JATVC is dependent on volunteers to exist. It is critical to recognize and support the contributions of volunteers to make the club a success.
- 2. JATVC is a volunteer-based organization with finite resources and manpower. It is not practical, possible or desirable to maintain all trails uniformly or to remove all potential hazards.
- 3. The JATVC may use volunteers, when available, to perform temporary functions with the assistance of JATVC Executive and Directors.
- 4. Volunteers of the JATVC will not receive any payment however, volunteer hours will be tracked, and volunteers may be eligible for a reward through the Volunteer Recognition Program for their hours of service. Rewards and amounts may vary depending on the financial status of the Club and will be reviewed annually.
- 5. No notice is required for the volunteer to terminate the volunteer/organization relationship with the JATVC, nor is the JATVC required to provide notice to a volunteer to terminate the volunteer/organization relationship.
- 6. Prior to the commencement of any volunteer duties, the volunteer will be required to review and sign:
 - a. A Volunteer Agreement Form (APPENDIX B);
- 7. Depending on the nature of the duties to be performed by the volunteer, the JATVC reserves the right to request that the volunteer provide references, a criminal/vulnerable sector reference check, and proof of training/certification/licenses (e.g. Smart Serve, OFATV trail pass, etc.) prior to commencing any specific volunteer duties that require these prerequisites.

9.2 Purpose of Policy

- 1. JATVC needs the valuable resources offered by volunteers to assist or enhance its operations or services, or to provide an opportunity for volunteers to acquire knowledge or skills related to the JATVC's operations or services. The purpose of this policy is to outline the details of the volunteer/organization relationship.
- 2. This policy applies to all volunteers who provide volunteer services to and for the JATVC and to all project leaders who manage/supervise and work with volunteers.

9.3 Definitions

- 1. "Volunteer" is a person who freely chooses to provide services to the JATVC without being remunerated for such services in any way. A volunteer is not required to give and is not entitled to receive any notice to terminate the volunteer/organization relationship.
- 2. A volunteer would include but not be limited to:
 - a. Members of the JATVC:
 - b. Relatives or family members of JATVC;
 - c. Students; and
 - d. Members of the community.
- 3. Project leader is a competent JATVC volunteer who is directly in control of and participates in the work activities of the volunteer(s) and is assigned by their direct reporting Director or executive member to do so.
- 4. References and related statements of policy and procedure:
 - a. JATVC by-laws and policies;
 - b. OFATV rules, regulations and policies;
 - c. Ontario's Off-Road Vehicles Legislation/Regulations;
 - d. Criminal Code, 1985 (Canada) and Regulations; and
 - e. Occupational Health and Safety Act, 1990 (Ontario) and Regulations

- 1. Project leaders are responsible for:
 - a. Ensuring that each volunteer has reviewed and signed the Volunteer Agreement Form (APPENDIX B);
 - b. Communicating with volunteers concerning volunteer's skills, experience, and interests, and assigning tasks appropriate for each volunteer to the extent possible;
 - c. Providing each volunteer with a brief job description, either verbal or written;
 - d. Ensuring the volunteer is comfortable performing the task; and
 - e. Ensuring that each volunteer is offered gratitude for their volunteer services.
- 2. Volunteers are responsible for:
 - a. Volunteers may be asked to provide two references and provide a criminal record check for vulnerable people;
 - b. Complying with JATVC by-laws and policies, safety and legislative requirements, if applicable;
 - c. Reviewing and signing the Volunteer Agreement (shown at Appendix B);
 - d. Informing the project leader of any limitations imposed by his/her health that may affect his/her ability to participate safely in any volunteer work activities;
 - e. If the volunteer duty involves children or other vulnerable populations, volunteers must have a clear vulnerable police check and be able to show that to the executive;

- f. Volunteer must self-identify and communicate their experience and training and if it is appropriate for the job duty. If the volunteer does not have appropriate training and experience to do the job safely and competently, complying with the legislation of Ontario and Federally, then the volunteer must notify the volunteer coordinator and not perform that task;
- g. Verbalizing if the volunteer is not comfortable doing the work or not qualified; and
- h. following legislative requirements while performing work.
- 3. If a volunteer's duties include driving his/her her personal vehicle:
 - a. The volunteer will ensure that the current vehicle insurance coverage is adequate to cover his/her volunteer activities for the JATVC. Upon request, the volunteer will provide the JATVC with proof of adequate vehicle insurance coverage;
 - b. The JATVC will reimburse a volunteer for gas used while using the volunteer's personal vehicle to perform duties for the JATVC. Gas receipts shall be collected and turned in to the Treasurer after the duty has been performed for JATVC; and
 - c. It is the volunteer's responsibility to obtain the executive's approval for all business travel and, once approved, to submit receipts, an expense report, and any other required expense documentation to his/her project leader for approval.

 Business travel expense reimbursement will follow the current JATVC expense report submission protocol.
- 4. Either the volunteer or the JATVC may terminate the volunteer/organization relationship at any time, without notice, for any reason.
- 5. Volunteers may be requested to participate periodically in an evaluation of volunteer programs at the JATVC. Evaluation of feedback will be considered with the intent of improving volunteer programs at the JATVC.

Chapter 10 – Volunteer Recognition Policy

10.1 Policy

- 1. Recognizing volunteers is important for the continuation of the club. Although it may change over time, the Volunteer Recognition program will consist of:
 - a. An event celebrating volunteers;
 - b. Volunteer of the month; and
 - c. Awards for Volunteer Recognition

10.2 Purpose of Policy

- 1. This policy exists to ensure that we have volunteers in the future.
- 2. Volunteers are critical to JATVC existence.
- 3. Time should be recognized that people give to the club.

10.3 Definitions

- 1. Please refer to <u>8.3</u> for volunteer definitions.
- 2. The following duties will be counted towards volunteer hours. Other duties may also qualify upon approval of an executive member:
 - a. Trail/Bridge Maintenance: this includes all individuals, family and general public members' volunteer time during any Trail/Bridge Maintenance efforts;
 - b. Special Ride Events: this includes all individuals, family and general public members' volunteer time during any Special Ride Event efforts such as Spring Fun Run, Connect Youth Ride and/or Fall Fun Run;
 - c. Trail Wardens: this includes all Qualified and approved JATVC Trail Wardens that volunteer their time during any Trail Warden efforts;
 - d. Club Promoting/Advertising Events: this includes all individuals, family and general public members' volunteer time during any Club Promoting/Advertising Event such as trade shows, fairs and parades;
 - e. Committees: this includes all individuals, family and general public members' volunteer time during any Committee meeting, including recorded travel time to and from your home to the location of the scheduled meeting;
 - f. General Business or Duties: Volunteer time spent working/carrying out business or duties of JATVC;
 - g. Volunteer time: will be recorded by the Project Manager of a project on the Volunteer hour form and signed by the volunteers;
 - h. Executive and committee member roles; and
 - i. Other duties approved by an executive member.

- 1. Volunteers will record their hours using the form found at Appendix E and submit to the President at the end of every month. If the hours are not submitted within 7 days of the end of the month they will not count. If the volunteer is involved with a committee or event, the supervisor must sign for the hours. The purpose of this clause is to allow a proper control and verification of our volunteer hours. The number of hours will be multiplied by a factor of \$15.00 per hour for the purpose of inclusion in certain grant applications, and for the purposes of the Workman's Compensation Board.
- 2. Volunteer of the month: at each club meeting the volunteer with the most hours accumulated in the previous month is recognized as "Volunteer of the Month". This is included as part of the monthly meeting and the reward is a free breakfast at the meeting not to exceed \$15 and a volunteer is only eligible for this award once every twelve months.
- 3. Annual Volunteer Appreciation Event- there will be an event at which the number of hours of work will be recognized. It may be incorporated into an event, such as a family BBQ or a standalone event. Volunteers may get an award, value may vary, dependent on the financial status of the club. Must be reviewed annually and approved by the general membership. See Appendix D for award value breakdown.
- 4. Members must be in good standing to receive an award.

Chapter 11 – Trail Etiquette Policy

11.1 Policy

- 1. The JATVC is inclusive to all riders and not tolerate disrespectful treatment of any rider, other trail users, or others in the community,
- 2. Events and rides will be family friendly.
- 3. Having a good relationship with the community, other riders, and outdoor enthusiasts will promote a positive club image and provide future opportunities for the club.

11.2 Purpose of Policy

- 1. This policy is adopted to promote responsible and respectful riding on trails; and
- 2. A basic code of safety has been developed to help riders deal with oncoming traffic.

11.3 Definitions

1. See <u>Chapter 2</u>-member definition.

- 1. Members will treat others respectfully and with courtesy
- 2. Members shall avoid any action which brings discredit to JATVC, OFATV and the ATV sport as a whole.
- 3. Members shall:
 - a. Remove helmet when talking to other trail users;
 - b. Always yield the right-of-way to other trail users who are approaching or passing;
 - c. If the trail user is on horseback, stop, pull-over, turn off ATV and remove your helmet until they have sufficiently passed. If horseback rider and ATV rider are going the same direction, wait for signals from horseback rider. Do not drive behind the horses. If the horses panic, you may walk to follow and help;
 - d. Signal when approaching from behind. Be certain to communicate with the riders of horses and those walking pets. See APPENDIX F for hand signals;
 - e. Respect and be courteous to other users who are also using shared use trails;
 - f. Keep speed and engine rpm low and steady when approaching other riders, homes, etc;
 - g. Keep in mind the following Ontario Trail Coalition (OTC) statement: 'Shared use trail expect/respect other users'; and

h. Keep riding and events 'family friendly' by leading by example, following policies and legislation, and avoid swearing around children.

4. For group riding,

- a. The leader needs to be mindful of the group and each rider's abilities. The leader sets the route and maintains a comfortable speed for the whole group, keeping an eye on the rider following and not let them fall too far back;
- b. A group consists of lead, middle and last rider, all riding in single file. On longer rides the last rider may change. At departure, the last rider counts all the riders;
- c. Don't go ahead of the lead rider without permission;
- d. If a rider has to fall back behind the last rider, they should communicate with the last rider as to what's going on;
- e. If a rider cannot continue, ensure the other group members are aware. An escort may be required if the rider is unfamiliar with the trail;
- f. Always keep lights on this makes it much easier for other riders to check your position and to spot the ATV;
- g. Riders should always be aware of the ATV behind them if not the rider should slow down or stop. This is extremely important for keeping the group together;
- h. When riders have the option to turn onto different trails, riders should wait for the next rider to indicate the turn. This is another important precaution for keeping the group together; and
- i. Riders ought to leave enough braking space between themselves and the ATV ahead of them, this shall vary with speed and trail conditions. Some ATV's with hi/lo gear ranges must come to a complete stop to shift ranges.

5. Contraveners shall be:

a. Explained the policy.

6. Uncooperative contraveners shall:

- a. Have their identity or vehicle license recorded if possible;
- b. Be reported to the Club President;
- c. May not be eligible to be a member of the club; and
- d. As deemed appropriate, reported to local Police.

Chapter 12 – Privacy Policy

12.1 Policy

1. JATVC respects and are committed to protecting the privacy of its members. We want members to feel safe sharing information with the executive for the betterment of the club.

12.2 Purpose of the Policy

- 1. This policy has been adopted to ensure the privacy of its members.
- 2. To help members feel secure knowing their information will not be shared.

12.3 Definitions

1. Personal information (name, address, phone, email, etc.) will be available to the executive and directors for the purposes of the business of the club only.

- 1. JATVC and OFATV will not rent or sell your personal information.
- 2. Personal information will not be shared with other members in the club except for the executive and directors for the purposes of the business of the club only.
- 3. Non-identifying data may be used for statistical purposes only and for the betterment of the club (for example number of female members, are the numbers growing or decreasing?).
- 4. Members pictures may be used for advertising or newsletter purposes, however, if a member requests in writing to one of the executives that their image not be included, that request will be honoured. However, the JATVC cannot control what members post.
- 5. If any member has a concern about how their personal information has been used, please direct the concern in writing to an executive member. An executive member may be asked to resign for improper use of personal information.

Chapter 13 – Winter Riding Policy

13.1 Policy

1. JATVC respects other uses of the trail system and wants to maintain positive relationships with outdoors recreationalists, government and land owners. JATVC members cannot use the JATVC trails when they are designated for other uses (snowmobiles, cross country skiers). Signage will indicate if the trails are groomed for JATVC use.

13.2 Purpose

1. To maintain positive relationships with other trail users.

13.3 Definitions

1. ATV's/ORVs must stay off groomed trails in winter unless they are groomed for OFATV use.

- 1. Members will only ride on trails groomed and signed for JATVC use.
- 2. Contraveners shall be:
 - a. Explained the policy;
 - b. Requested to provide requested information / documents; and
 - c. If necessary, request to cease any contravening activity.
- 3. Uncooperative contraveners shall:
 - a. Have their identity or vehicle license recorded if possible;
 - b. Be reported to the Club President; and
 - c. As deemed appropriate, reported to local Police.

Chapter 14 – Equipment Use Policy

14.1 Policy

- 1. JATVC equipment shall only be operated under the following conditions to protect operators and equipment:
 - a. After dark; the Polaris Ranger in plowing/grooming duties shall be operated by a minimum of two (2) persons.
 - b. Club tractor shall be operated with 1 operator and minimum one (1) spotter.

14.2 Purpose of Policy

2. The club's equipment (including, but not limited to Polaris Ranger, Tractor, Bush-hog) represents a significant investment of trail permit dollars for the express maintenance and creation of new trails. This policy is adopted to prolong the life expectancy of this equipment and reduce the risk of injury/death to our members and the public at large, and the risk of litigation against JATVC, OFATV and our volunteers.

14.3 Definitions

3. No tolerance for the operation of club equipment in contrary to policy 14.1.1 will be accepted.

- 3. If a second operator/companion cannot be found for operating the Polaris Ranger for plowing/grooming operations after dark, plowing/grooming shall be pushed off until such time as a second person can be found, or during daylight.
- 4. If a spotter cannot be attained for operation of the tractor, tractor repairs will be pushed off until such time as both an operator and spotter can be arranged.



APPENDIX A - Club Gift Certificate

Johnstown ATV CLUB 890 Craig Rd Oxford Mills, ON K0G 1S0 www.johnstownatvclub.org

Certificate ID #: 00001



This certificate entitles:	<u>(Recipients Name)</u>
To a \$	discount with the Johnstown ATV Club
(JATVC) Inc. which may be	e applied to apparel, rides, membership, etc.

The JATVC currently has 300+ km of trail. Annual membership will include an Ontario Federation ATV trail pass that will give access to all Ontario Federation, both PEI and New Brunswick Federation ATV trail systems. It will also include a one-year subscription to ATV World Magazine among other great benefits and discounts. Congratulations!

To use this gift certificate, please contact Pat Marceau.

Pat Marceau Johnstown ATV Club President info@johnstownatvclub.org H: 613-258-2920 C: 705-443-2412

www.johnstownatvclub.org

Mailing address: 890 Craig Rd Oxford Mills, ON KOG 1S0

^{*}Recipient will need to provide remaining funds if gift certificate does not cover all cost. If an annual membership is purchased, the recipient's name, mailing address, telephone #, email address, ATV/ORV make, model, year and insurance policy # will be required.

APPENDIX B - Volunteer Agreement
1. I,, of my own free will, hereby acknowledge and agree that I am offering my services to the JATVC as a volunteer and not as an employee. As a volunteer, my services will be provided free of charge and volunteers of the JATVC will not receive any payment however, my volunteer hours will be recorded and I may be eligible for a reward through the Volunteer Recognition Program.
2. The JATVC acknowledges and agrees that I am free to terminate my volunteer services at any time, without notice to the JATVC. I also acknowledge and agree that the JATVC may terminate my volunteer services at any time, without providing me with any notice.
3. I acknowledge and agree that any volunteer services I provide to the JATVC will not be used for personal or business gain, nor to grant special privileges to others.
4. I acknowledge and agree that if I use my personal vehicle for volunteer purposes, I will ensure that my personal vehicle's automobile insurance coverage is acceptable to the JATVC and adequately covers the volunteer activities I may perform. I agree to provide proof of such coverage to the JATVC, upon request. The JATVC has the sole discretion whether to reimburse gas receipts when I use my personal vehicle in performing my volunteer duties.
5. I will volunteer for roles that I have adequate training and experience with, to safely perform the role according to Ontario legislation. If I do not have the training, experience or correct equipment to perform the role I will notify the volunteer coordinator and not perform the role or complete the job.
6. I have reviewed JATVC policies and by-laws. I agree to provide services in accordance with these policies to the best of my ability.
7. I understand that volunteer participation with JATVC may include activities carried out in an outdoor environment, possibly during inclement weather; these activities may involve physical labour, the use of non-power and powered hand tools, walking and driving/riding over rough terrain and in water.
8. I acknowledge and understand that while the health and safety of volunteers is a priority, outdoor environment accidents may happen, and I hold harmless the JATVC, the organizers, the equipment, the property owners or any others taking part in the activity or providing instruction.
9. I acknowledge that there may be some risk with activities of this type, and I accept personal responsibility for any and all damages that may result from accident, injury, disability or fatality, however caused. I covenant not to sue The Johnstown ATV Club Inc., their respective executives, directors, volunteers, or other participants.
10. I take full responsibility for any demands placed upon me, and for any losses or damages on account of injury caused or alleged to be caused in whole or in part by the negligence of anyone, including the organization and the participants involved in the activity.
11.I acknowledge and understand that volunteers are not covered by the Workplace Safety and Insurance Board in the case of a project-related injury.
12.If my volunteer role involves children or other vulnerable populations, I affirm that I have a current vulnerable sector police check that is clear.
13.I agree to grant permission for the unrestricted use of images of myself captured during activities, these images will be used solely for the purposes of promotional material and publications, and communications, and I hereby waive any rights to compensation or ownership.

Volunteer Signature

Project leader Signature

Date

Date

Volunteer Name (Printed)

Project leader Name (Printed)

APPENDIX C - Volunteer with JATVC

Volunteer with JATVC!

Why volunteer with the Johnstown ATV club?

- The club wouldn't exist without volunteers!
- Meet new people
- Have a social outing
- Get out in nature
- Have fun
- Improve the trail system for JATVC members



Eligible volunteer activities:

- 1. Trail/Bridge Maintenance
- 2. Special Ride Events: ex. Winter, Spring, Fall Fun Runs, and Charity Rides
- 3. Trail Warden patrol
- 4. Club Promoting/Advertising
- 5. Event Committees
- 6. General Business or Duties with approval by the Club executives

Process: volunteer hours will be recorded by the Project leader on the volunteer hour form and signed by the volunteers. Volunteer time for other individual time will be recorded and signed by the volunteer on the Volunteer form. The form must be submitted to the President of the JATVC for approval not later than 7 days after the end of the month that the time was volunteered.



APPENDIX D - Volunteer Recognition Program

Why have a Volunteer Recognition Program??

- To thank volunteers!
- Recognize volunteer time,
- Maintain our trail system,
- Promote safe use of trails: and
- Ensure responsible use of terrain and habitat within Edwardsburgh/Cardinal, Merrickville/Wolford and Augusta Townships.

Volunteer hours will be recognized annually, and awards will be given at our Annual Volunteer Appreciation BBQ every August. Dates that volunteer hours will be recognized will be from August 1st – July 31st.

Awards for Volunteer Recognition will be given at the annual volunteer recognition event. Examples of what may be awarded:

- 1. For 25-50 Hours the recipient will be presented with a Club T-Shirt.
- 2. For 50-100 Hours the recipient will be presented with gift card to Drummonds Gas Station Spencerville with a \$25.00 value.
- 3. For 100-150 Hours the recipient will be presented with gift card to Drummonds Gas Station Spencerville with a \$50.00 value.
- 4. For 150-200 Hours the recipient will be presented with gift card to Drummonds Gas Station Spencerville with a \$75.00 value.
- 5. For 200-250 Hours the recipient will be presented with gift card to Drummonds Gas Station Spencerville with a \$100.00 value.
- 6. For 250-300 Hours the recipient will be presented with gift card to Drummonds Gas Station Spencerville with a \$125.00 value.
- 7. For 300-350 Hours the recipient will be presented with gift card to Drummonds Gas Station Spencerville with a \$150.00 value or an OFATV/JATVC membership.

- 8. For 350-400 hours the recipient will be presented with gift card to Drummonds Gas Station Spencerville with a \$175.00 value or an OFATV/JATVC membership plus a \$25.00 gas or gift card.
- 9. For 400-450 hours the recipient will be presented with gift card to Drummonds Gas Station Spencerville with a \$200.00 value or an OFATV/JATVC membership plus a \$50.00 gas or gift card.
- 10. For 450-500 hours the recipient will be presented with gift card to Drummonds Gas Station Spencerville with a \$225.00 value or an OFATV/JATVC membership plus a \$75.00 gas or gift card.
- 11. For 551-600 hours the recipient will be presented with gift card to Drummonds Gas Station Spencerville with a \$275.00 value or an OFATV/JATVC membership plus a \$125.00 gas or gift card.
- 12. For 601-650 hours the recipient will be presented with gift card to Drummonds Gas Station Spencerville with a \$300.00 value or an OFATV/JATVC membership plus a \$150.00 gas or gift card.
- 13. For 651-700 hours the recipient will be presented with gift card to Drummonds Gas Station Spencerville with a \$325.00 value or an OFATV/JATVC membership plus a \$175.00 gas or gift card.
- 14. For 701-750 hours the recipient will be presented with gift card to Drummonds Gas Station Spencerville with a \$350.00 value or an OFATV/JATVC membership plus a \$200.00 gas or gift card.
- 15. For 751-800 hours the recipient will be presented with gift card to Drummonds Gas Station Spencerville with a \$375.00 value or an OFATV/JATVC membership plus a \$225.00 gas or gift card.
- 16. For 801-850 hours the recipient will be presented with gift card to Drummonds Gas Station Spencerville with a \$400.00 value or an OFATV/JATVC membership plus a \$250.00 gas or gift card.
- 17. For 851-900 hours the recipient will be presented with gift card to Drummonds Gas Station Spencerville with a \$425.00 value or an OFATV/JATVC membership plus a \$275.00 gas or gift card.

- 18. For 901-950 hours the recipient will be presented with gift card to Drummonds Gas Station Spencerville with a \$450.00 value or an OFATV/JATVC membership plus a \$300.00 gas or gift card.
- 19. For 951-1000 hours the recipient will be presented with gift card to Drummonds Gas Station Spencerville with a \$475.00 value or an OFATV/JATVC membership plus a \$325.00 gas or gift card.
- 20. For 1001-1050 hours the recipient will be presented with gift card to Drummonds Gas Station Spencerville with a \$500.00 value or an OFATV/JATVC membership plus a \$350.00 gas or gift card.
- 21. The Recognition Committee will re-evaluate anything over 1050 hours.

Volunteer of the month – will receive a breakfast that will be paid for by the Club at a club meeting, not exceeding \$15.00!



APPENDIX E - Volunteer Hour(s) Tracking Sheet



Johnstown ATV Club Volunteer Hour(s) Tracking Sheet

Contact Name: Phone: Please submit this form Date(s) worked	Fax: no later than (5) days aff Volunteer Name (Print)	Contact Name: Phone: Phone: Please submit this form no later than (5) days after volunteer work completion. Volunteer Name (Print) Project Worked On N	Number of Hours Worked	Volunteer Signature

*Please send all completed sheets to the JATV Club President at President@johnstownatvclub.org before the end of the Month.

APPENDIX F - Hand Signals



Hand Signal Etiquette

When riding off-road, riders should be aware that there exists a series of hand signals that should be displayed when passing another group of riders. These hand signals indicate how many riders are following. If a rider is alone, the left hand is put up in a fist and the rider passes on the right. If riding in a group, the left hand's fingers indicate how many riders are following. For example, when riding in a group of five, the first rider should hold up four fingers; the second, three; the third, two; the fourth, one; and the last should hold up a fist. With a group of six or more riders, signaling will only be done with your left hand; never remove both hands from the handlebar at once, and use caution when riding one handed.