

# Capital Area Pickleball Association Policy Compendium

## Article 1: Events

**Section 1.1: Event Promotion.** CAPA will utilize the front-facing membership e-mail system to promote activities for a business where CAPA members are offered a special rate of a minimum 10% off regular fees with one (1) all-member e-mail and a static post on the CAPA website with links to the entity's website. Additionally, no service-for-fee or other commercial advertisements will be allowed on any CAPA internet system.

**Section 1.2: Event Liability.** Participants in CAPA events will be required to sign the personal injury indemnification waiver detailed in Section 1.3.

**Section 1.3: Text of Agreement.**

### **RELEASE OF LIABILITY, INDEMNIFICATION, AND ASSUMPTION OF RISK AGREEMENT**

**WARNING! READ CAREFULLY! IF YOU CHOOSE TO SIGN THIS AGREEMENT,  
YOU WILL BE WAIVING IMPORTANT RIGHTS AND ASSUMING IMPORTANT  
RISKS AND RESPONSIBILITIES!**

I wish to become a member of Capital Area Pickleball Association ("CAPA") or participate in an event or activity offered by CAPA. I understand that CAPA wishes to protect itself and its officers, directors, volunteers, and agents to the fullest extent possible against being sued or held liable for injuries or damages sustained by individuals who are members of CAPA or who participate in CAPA events or activities, or be compensated for placing themselves at risk of such lawsuits and liability.

I understand that I am not required to sign this Release of Liability, Indemnification, and Assumption of Risk Agreement ("Agreement"). There are many places to play pickleball without becoming a member of CAPA or participating in CAPA events or activities. Or, if I wish to become a member of CAPA or participate in a CAPA event or activity without signing this Agreement, I will be permitted to do so if I pay an additional \$100. If I choose to sign this Agreement, I agree as follows:

1. Capacity. If I am signing this Agreement on behalf of myself, I represent that I am a competent adult at least 18 years of age. If I am signing this Agreement on behalf of a minor, I represent that I am the minor's parent or legal guardian and that I am authorized to sign this Agreement on the minor's behalf, and I agree that the term "I" in this Agreement shall mean the minor and me.

2. Release. I fully and finally release CAPA, and CAPA's officers, directors, volunteers, and agents, and all other persons and entities from all claims and liabilities for any damages or injuries I may suffer in connection with being a member of CAPA or participating in any CAPA event or activity, except I do not release claims for damages or injuries caused intentionally. This release includes all claims and causes of action of any type whatsoever, whether based on statute or common law or otherwise, relating in any way to any property damage or

personal injury (including death) I may suffer in connection with my being a member of CAPA or a participant in a CAPA event or activity, even if caused by the negligence or other improper (but non-intentionally wrongful) conduct of CAPA, or of CAPA's officers, directors, volunteers, or agents, or any other person or entity. I understand that the activities in which I may participate while playing pickleball or participating in a CAPA event or activity involve risks of property damage, personal injury, and death, and I consciously assume and take full responsibility for those risks and any resulting injuries or damages. I understand that these risks include, but are not limited to, the following:

- a. Being struck by balls;
- b. Being struck by pickleball paddles;
- c. Colliding with other people;
- d. Falling or tripping;
- e. Colliding with or tripping over nets, net posts, or other equipment;
- f. Experiencing an adverse health event, such as a heart attack or stroke;
- g. Suffering joint or muscle injuries, bruising, sprains, broken bones, concussions, eye injuries, or any other physical injury; or
- h. Negligent or otherwise improper (but not intentionally wrongful) actions by other participants.

3. Covenant Not To Sue. I agree and covenant that I will never assert any claim or lawsuit based on any of the claims or matters released in Paragraph 2, against CAPA, or any of CAPA's officers, directors, volunteers, or agents, or any other person or entity. I will fully indemnify and defend CAPA and its officers, directors, volunteers, and agents, and hold them harmless from, any liabilities or costs (including attorneys fees and other defense costs) they may incur as a result of any such claim or lawsuit, whether brought by me or by any other person or entity.

4. Assumption of Risk. I assume all risk of any property damage, injury, or death I may sustain while participating in a CAPA event or activity.

5. Reliance. I understand that CAPA is relying on the agreements and representations I make in this Agreement. I understand that CAPA would not permit me to become a member of CAPA or participate in CAPA events or activities if I were not making the agreements and representations I make here or paying an extra \$100 in lieu of signing this Agreement.

6. Medical Care. I authorize CAPA to seek all reasonable medical and surgical care that may be necessary as a result of any injury I sustain while participating in a CAPA event or activity, if I am unable to authorize such care for myself.

7. Scope. I sign this Agreement, and grant the release in Paragraph 2, on behalf of myself and my estate, heirs, beneficiaries, survivors, personal representatives, agents, and successors.

8. Use Permission. I grant to CAPA my permission to use, without compensation or other obligation, my image and name for purposes connected with CAPA events or activities, including but not limited to purposes of marketing, promotion, advertising, and training.

9. Duration. This Agreement, including the release set forth in Paragraph 2, shall apply and remain in effect so long as I remain a member of CAPA or whenever I participate in a CAPA event or activity, until I cancel it by delivering written notice of cancellation to CAPA, or until it is cancelled by CAPA by delivering written notice of cancellation to me.

I HAVE READ THIS AGREEMENT AND UNDERSTAND IT.  
I UNDERSTAND THAT BY SIGNING THIS AGREEMENT  
I AM GIVING UP VALUABLE RIGHTS AND

ASSUMING BINDING OBLIGATIONS AND RISKS.  
I AM SIGNING THIS AGREEMENT VOLUNTARILY.

SIGNATURE: \_\_\_\_\_  
NAME (please print): \_\_\_\_\_  
DATE OF BIRTH: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
DATE: \_\_\_\_\_

## Article 2: Member Communication

**Section 2.1: E-Mail Frequency.** The current frequency of e-mails is acceptable so long as they are about a CAPA-sponsored event. Additional event notifications and other venue information can be tagged into general membership mailings when suitable, appropriate, and agreed to by Board members.

**Section 2.2: Newsletter Word Limit.** Articles submitted for print in the CAPA Newsletter should have no more than five hundred (500) words.

## Article 3: Geography

**Section 3.1: Districts.** CAPA's jurisdictional area shall be divided into five (5) districts.

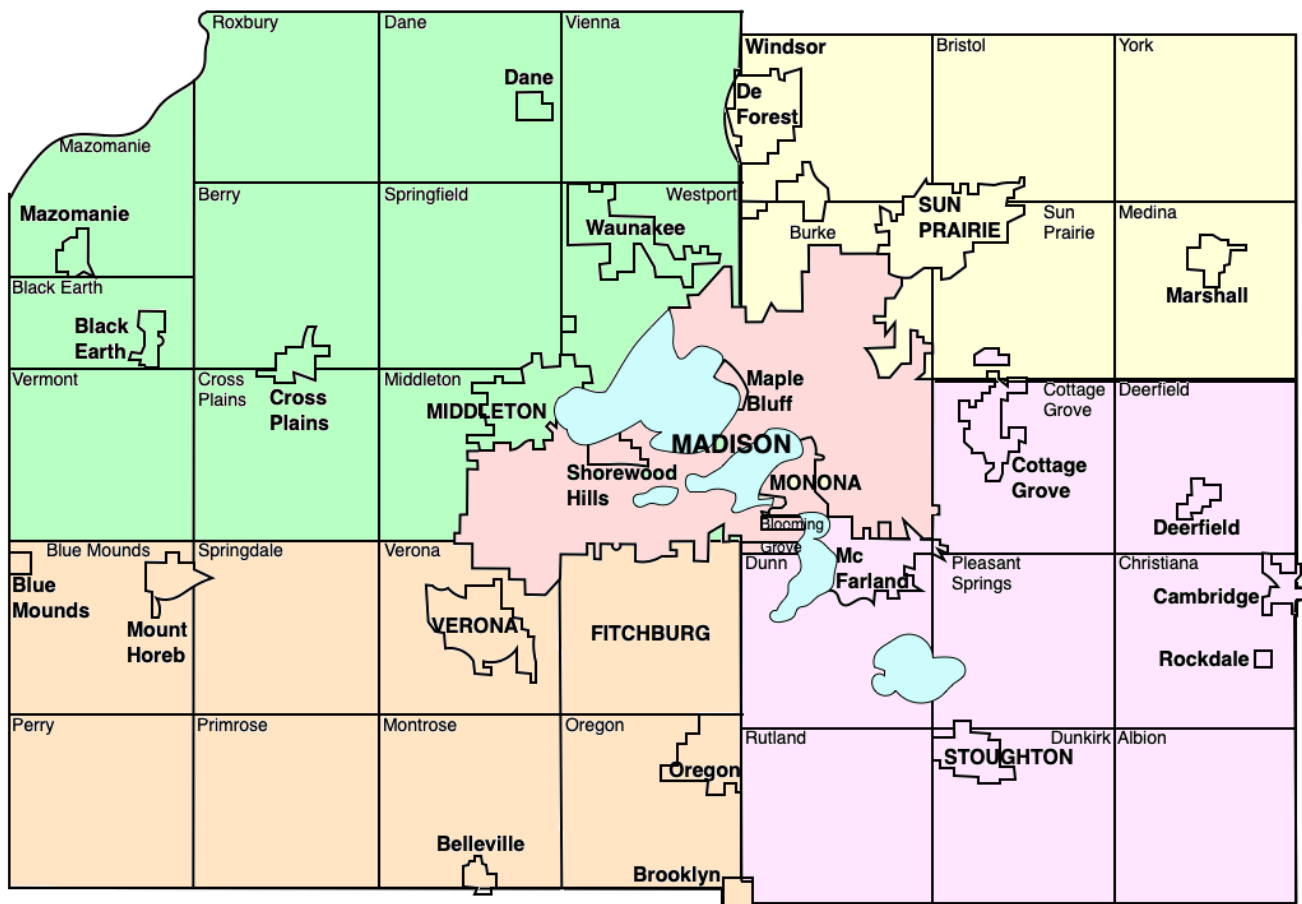
**Section 3.2: Central District.** The Central District shall comprise the Cities of Madison and Monona, the Villages of Maple Bluff and Shorewood Hills; and the Town of Blooming Grove.

**Section 3.3: Northwest District.** The Northwest District shall comprise the City of Middleton; the Villages of Black Earth, Cross Plains, Dane, Mazomanie, and Waunakee; and the Towns of Berry, Black Earth, Cross Plains, Dane, Mazomanie, Middleton, Roxbury, Springfield, Vermont, Vienna, and Westport.

**Section 3.4: Northeast District.** The Northeast District shall comprise the City of Sun Prairie; the Villages of DeForest, Marshall, and Windsor; and the Towns of Bristol, Burke, Medina, Sun Prairie, and York.

**Section 3.5: Southeast District.** The Southeast District shall comprise the City of Stoughton; the Villages of Cambridge, Cottage Grove, Deerfield, McFarland, and Rockdale; and the Towns of Albion, Christiana, Cottage Grove, Deerfield, Dunkirk, Dunn, Pleasant Springs, and Rutland.

**Section 3.6: Southwest District.** The Southwest District shall comprise the Cities of Fitchburg and Verona; the Villages of Belleville, Blue Mounds, Brooklyn, Mount Horeb, and Oregon; and the Towns of Blue Mounds, Montrose, Oregon, Perry, Primrose, Springdale, and Verona.



## Article 4: Officers

### Section 4.1: Designation.

(a) Officers enumerated under this article shall each be appointed by the President and confirmed by the Board at the first Board meeting following the annual meeting or whenever a vacancy subsequently occurs.

(b) All officers should be chosen for their qualifications. The Treasurer and District Coordinators must be CAPA members; CAPA membership is desirable but not required for the other officers.

(c) Officers shall report regularly to the Board.

### Section 4.2: Secretary. The Secretary shall:

(a) for all meetings of the membership and Board take minutes, record attendance, and determine whether a quorum exists.

(b) distribute minutes of all meetings to members either via e-mail or posting to a designated website.

(c) keep CAPA's written records and conduct correspondence relating to CAPA business.

(d) serve on the Communications Committee.

### Section 4.3: Treasurer. The Treasurer shall:

(a) receive and deposit all money due to CAPA and pay all obligations incurred by CAPA.

- (b) keep an up-to-date ledger of financial transactions.
- (c) report the financial status at all Board and membership meetings.
- (d) conduct CAPA business in conformance with Article 5 of the Bylaws.
- (e) serve on the Finance Committee.

**Section 4.4: District Coordinators.** The District Coordinators shall:

- (a) each represent one of the districts designated under Article 3.
- (b) promote the sport of pickleball in communities within its jurisdiction.
- (c) provide local governments with pickleball expertise as they establish courts and policies.
- (d) provide feedback to the Board regarding area pickleball activities and concerns.
- (e) provide community diversity to the Board.
- (f) serve as the face of pickleball in the communities they represent.
- (g) establish a court representative subcommittee to maintain a strong working relationship between the Board and the membership.

**Section 4.5: Properties Manager.** The Properties Manager shall:

- (a) be responsible for the storage, care, delivery, retrieval, and repair of all CAPA equipment.
- (b) supervise the rental of CAPA equipment to eligible users.
- (c) be responsible for inventory control of CAPA-branded merchandise.
- (d) serve on the Finance Committee.

**Section 4.6: Ratings Coordinator.** The Ratings Coordinator shall:

- (a) liaise with the national organization that administers the Dynamic Universal Pickleball Rating (DUPR) system.
- (b) maintain awareness of other rating systems and their approximate DUPR equivalents.
- (c) provide information and technical expertise to CAPA and other local event organizers who are interested in incorporating DUPR scoring into their events.
- (d) prepare explanations of DUPR for publication on a website or distribution via e-mail.
- (e) recruit and train local DUPR administrators.
- (f) serve on the Player Development Committee.

**Section 4.7: Webmaster.** The Webmaster shall:

- (a) serve as a point of contact for questions, suggestions, and complaints from members and the general public about CAPA's internet services.
- (b) attempt to address such issues either directly or in consultation with the Technology Committee and appropriate vendors.
- (c) respond expeditiously to the contactors.
- (d) serve on the Technology Committee.

## **Article 5: Committees**

**Section 5.1: General.**

- (a) Chairs of committees enumerated under this article shall each be appointed by the President and confirmed by the Board at the first Board meeting following the annual meeting or whenever a vacancy subsequently occurs.

(b) Committee members shall be recruited by their respective chairs.

(c) Any committee member may be removed for good cause by either the President or the Board.

(d) Each committee shall either have a Board member as one of its members or as a liaison to it, who shall report regularly to the Board.

**Section 5.2: Nominating Committee.** The Nominating Committee shall:

(a) comprise at least three (3) CAPA members.

(b) recruit candidates for each Board position to be filled, endeavoring to promote diversity of age, sex, geography, and race.

(c) compile a slate of nominees as provided in Section 3.5 of the Bylaws.

(d) obtain from each nominee a written statement of candidacy and qualifications.

(e) within seven (7) days after close of nominations, e-mail to all members the names and statements of each nominee, organized by office.

**Section 5.3: Logistics Committee.** The Logistics Committee shall plan for, organize, support, and follow up on the venue, activities, agenda, speakers, and food functions accompanying the annual meeting.

**Section 5.4: Election Committee.** The Election Committee shall:

(a) have exclusive access to the election tabulation spreadsheet.

(b) validate members, identify potential duplicate votes, and resolve any discrepancies.

(c) tabulate the votes.

(d) announce the winners of each election.

**Section 5.5: Communications Committee.** The Communications Committee shall:

(a) promote pickleball as a sport and publicize pickleball events.

(b) compose and distribute periodic newsletters to the members.

(c) maintain and curate the CAPA presence on social media.

(d) capture images, stories, and quotations from CAPA-sponsored events.

(e) coordinate demonstrations and “free trial” opportunities at community fairs, festivals, carnivals, celebrations, etc.

(f) liaise with commercial media about pickleball.

(g) liaise with national, regional, and nearby local pickleball organizations.

**Section 5.6: Finance Committee.** The Finance Committee shall:

(a) prepare the annual budget.

(b) administer the grant program.

(c) review requests for CAPA sponsorship of events and recommend appropriate action to the Board.

**Section 5.7: Organized Play Committee.** The Organized Play Committee shall organize and publicize:

(a) the CAPA Cup tournament.

(b) ability-based leagues that will permit the same group of players to compete against each other for multiple consecutive weeks.

(c) skills-and-drills clinics for members trying to improve their games.

**Section 5.8: Player Development Committee.** The Player Development Committee shall:

(a) endeavor to increase the number of people playing pickleball and improve the quality of play in CAPA's jurisdiction.

(b) focus on the novice level (1.0-2.0) up to the intermediate level (3.0-3.5) with the intention of improving the fundamentals and skills of these players in larger group sessions.

(c) eschew serving players who are seeking advanced level, paid coaching in smaller or individual sessions.

(d) oversee production of instructional materials about how to play the game and educational materials about why you should, appropriate for several skill levels in a logical progression.

(e) provide content, lesson plans, and logistical and technical support to the communities which will actually offer the instruction.

(f) explain, encourage, and administer a nationally based rating system.

(g) recruit trainers and teachers.

(h) monitor certification opportunities for instructors.

**Section 5.9: Technology Committee.** The Technology Committee shall:

(a) be generally responsible for computerization and specifically responsible for:

1. the availability, stability, functionality, and ease of use of the CAPA website.

2. system administration of the membership software.

3. developing and deploying software for administering CAPA elections.

(b) maintain a database of current members and their contact information.

(c) provide regular membership reports to the Board.

(d) maintain a mailing list of members that can be subsetted by geography, ability level, age, and sex or any combination thereof.

(e) create, solicit, edit, organize, and publish audio and visual content of the website.

(f) keep current all licenses, permissions, and payments required for internet operability.

(g) maintain, configure, and troubleshoot servers.

(h) ensure site security by setting up firewalls, user authorizations, and login procedures.

(i) debug pages and fix broken links or images.

(j) monitor and analyze website performance.

(k) address user complaints.

(l) investigate new technologies, functionalities, and services.

(m) recommend a Webmaster from among its own members.

## **Article 6: Finances**

**Section 6.1: General.**

(a) Annually in August, the Finance Committee shall prepare and present to the Board a proposed budget for the following fiscal year.

(b) The Board shall adopt a fiscally prudent budget at its first meeting after the annual meeting.

(c) At the same meeting, the Board shall set the annual dues for the following calendar year, beginning January 1, based on projected need for revenue and anticipated membership. Notice of any changes in the dues amount shall be sent to all members no later than September 30.

(d) Dues may be paid only via credit or debit card.

## **Section 6.2: Grants.**

(a) CAPA may provide financial grants to members on behalf of their communities or organizations for the purposes of extending or enhancing participation in pickleball within CAPA's jurisdiction.

(b) Funding is available in three (3) categories:

1. "Capital improvements" are major projects that involve new construction or court conversion. Secondary elements may qualify if not included in the preliminary plans and at least two years have elapsed since the original request. Grant applications must provide information on the project, member involvement, and physical enhancement that will be receiving the funds and request no more than twenty-five percent (25%) of the cost of the project.

2. "Court enhancements" are smaller projects such as court rollers, ball gates, paddle saddles, and windsocks. Grant applications must specify the nature of the enhancement, the exact amount requested up to one hundred percent (100%) of the cost of the project, and assurance that invoice copies will be provided in cases of requests for reimbursement.

3. "Organizational support" is for organizations that offer learning and playing opportunities to defray their basic outreach costs.

(c) Grant requests for capital improvements or court enhancements are limited to five hundred dollars (\$500) per court site every two (2) years.

(d) Applicants must submit to the Finance Committee, via the "Members > Grant Information > Grant Application" link on the CAPA website, a request describing the nature of the project that would be supported by the grant money, the amount of money requested, and any other funding sources available for the project. The Finance Committee shall review the request, compare it to CAPA's financial status, and recommend to the Board whether to grant any, part of, or all of the request.

## **Section 6.3: Sponsorships.**

(a) Upon Board approval, CAPA may lend its name to events organized by other groups as recommended for members and others to participate in.

(b) For any individual event, the Board may grant a financial subsidy.

(c) Neither approval nor subsidy shall be given unless the event organizers agree to recognize CAPA's sponsorship in their publicity and printed materials.

# **Article 7: Privacy**

## **Section 7.1: General.**

(a) CAPA is dedicated to protecting the personal privacy of its members, alumni, and website users.

(b) Personally identifiable information (PII) includes any name, spouse or partner name, postal address, e-mail address, website link, phone number, age, sex, race, ethnicity, religion, marital status, sexual preference, physical handicap, skill level or rating, passwords, and security codes that can be associated with a single individual.

(c) Technical access information (TAI), applicable to computerized contact with CAPA, includes the type of computer, operating system, browser name, Internet service provider, and similar technical information about methods of connection to the CAPA website and e-mail service.



(d) Notwithstanding any policy enumerated herein, CAPA will comply with any governmental or court orders to disclose legally required information.

### **Section 7.2: Collecting Information.**

(a) CAPA may collect PII in a variety of ways, including, but not limited to, when persons apply for membership, complete a form such as a tournament registration, visit the CAPA website, or engage in correspondence with CAPA officials.

(b) CAPA will only ask for the minimum PII necessary to perform the services that a person is requesting.

(c) CAPA will collect PII only if it is voluntarily submitted. Anyone may refuse to provide some or all of their own PII, understanding that this may limit the services that CAPA is able to provide.

(d) Anyone may visit the CAPA website anonymously, except that this may prevent them from engaging in certain website-related activities. The website shall provide users with the ability to set their own privacy settings.

(e) CAPA may collect TAI for any interaction with its website.

### **Section 7.3: Using Information.**

(a) CAPA will use PII solely for the purpose of administering its operations, communicating with members and inquirers, and personalizing electronic interactions with them.

(b) CAPA's website uses "cookies" to enhance interoperability, track information, and maintain traffic records. Users of the website will be given the opportunity to accept or refuse cookies, or to alert them when cookies are being sent, and it will note that some website functions might not be available if cookies are refused.

(c) CAPA will use appropriate data collection, storage, and processing practices and security measures to protect against unauthorized access to, alteration of, disclosure of, or destruction of PII in its possession.

### **Section 7.4: Disseminating Information.**

(a) CAPA will not sell, trade, or rent its collected PII to any person or organization outside CAPA or its own subunits, except as hereinafter provided.

(b) Any e-mail sent by CAPA to any recipients other than its own officers and committee members shall conceal the e-mail addresses of each recipient from the others.

(c) CAPA may publish an on-line Member Directory, accessible to members only, visibly showing the names, skill ratings, cities, states, and zip codes and allowing access to obscured individual e-mail addresses of members who agree to such publication. Any member may at any time opt out of having any element of her or his PII displayed on the Member Directory.

(d) CAPA may share generic aggregated demographic information and TAI with business partners, trusted affiliates, tourism bureaus, community recreation departments, advertisers, potential funders, and governmental agencies if, in the sole discretion of the Board, it will enhance pickleball in its jurisdiction or the operations of CAPA itself.

(e) CAPA may use images captured at any of its sponsored activities, and names of persons depicted within them, for promotional, marketing, training, informational, or archival purposes.

**Section 7.5: Changes to This Policy.** As with any CAPA policy, the Board has the discretion to update this privacy policy at any time. If it does, it will send an e-mail to everyone for whom it has an e-mail address on file.

## **Article 8: Sportsmanship**

**Section 8.1: General.** CAPA holds itself to a high standard of sportsmanship and expects all its members to do likewise. In particular, this involves:

- (a) safety for oneself and others at all times.
- (b) care of physical property.
- (c) adherence to the rules of the game.
- (d) respecting posted court schedules, reservations, playing times, and ability groupings.
- (e) not monopolizing courts when others are waiting to play.
- (f) refraining from profane, belittling, insulting, harassing, sexually explicit, racist, abusive, or threatening language.
- (g) following directions from official court supervisors.
- (h) displaying patience and a generosity of spirit, courtesy, and friendliness.
- (i) serving as a good-will ambassador for the sport of pickleball.

### **Section 8.2: Poor Sportsmanship.**

(a) Any person may lodge a poor-sportsmanship complaint against a CAPA member with the CAPA Secretary, who shall keep a log of such complaints.

(b) If any member accrues two (2) complaints within a twelve (12) month period or a single complaint alleging unwanted physical contact at any time, the President shall appoint an investigator to collect testimony from the involved parties. The investigator shall report such findings to the Board along with her or his recommendations.

(c) The Board may choose to do nothing, issue a warning to the offending member, suspend the offending member for not more than a year, or expel the member permanently. No member may be suspended or expelled without being given an opportunity to present a defense to the Board either in person or in writing. In addition to the foregoing, any alleged offender serving as a CAPA official in any capacity may be removed from that position.

## **Article 9: Lobster Machine**

### **Section 9.1: General.**

(a) The purpose of this policy is to establish CAPA management, maintenance, liability, and financial liability for the Lobster Pickleball Machine. The machine was donated to CAPA in 2019.

(b) A CAPA member will oversee managing the use of the Lobster Pickleball Machine and will report to the board. Reservation Coordinator: Blake Lewis, 608-513-0997, BlakeLewispickleball@gmail.com

(c) The Lobster Pickleball Machine will be stored in a designated location. Storage Location: Stoughton, Wisconsin

**Section 9.2: Eligibility.** Any CAPA member in good standing and over the age of 18 can reserve use of the Lobster. Use of Lobster is limited to three (3) consecutive days for each reservation. There must be five (5) days between each reservation by the same member.

**Section 9.3: Liability.** Members using the machine should understand potential risks in using the machine. The use of the machine is voluntary, and the member assumes all risks. Members using the Lobster must sign a Release, Permission, and Indemnity Agreement. The member reserving the Lobster and signing the agreement is the only person allowed to operate the Lobster.

**Section 9.4: Fees.** These funds will be used to replace and repair the machine:

- (a) CAPA members for personal use, ten dollars (\$10).
- (b) CAPA members for use with a group where the group participates for free, ten dollars (\$10).
- (c) CAPA members for use with a group where the group pays a fee to participate but the event is co-sponsored and limited to CAPA members, twenty-five dollars (\$25) per event.

**Section 9.5: Rental Process.** Members should contact the CAPA member identified in Section 9.1 (b) to reserve the Lobster. Members reserving the Lobster will be responsible for damage that occurs during their rental time that is not normal wear. The member reserving the machine is responsible for picking up the machine and returning the machine to the storage location. Members will be billed via an email containing a link to an invoice.

**Section 9.6: Responsibility of Use.**

- (a) Members must read the operators manual before using the ball machine.
- (b) Machine comes with Franklin X balls. Do not mix other types of balls into the machine. If any balls are lost or damaged it should be noted when returning the machine.
- (c) Members should re-charge the battery whenever possible after use. Follow the instructions for charging attached to the machine.
- (d) Included with the machine are the following items which must be accounted for on return: charging unit, external battery, battery charging adapter, user guide, remote control, bag of 80 balls, ball scoop.

**Section 9.7: Priorities.** Priority of use will be:

- (a) CAPA group events focused on CAPA member skill development at no charge to members.
- (b) CAPA member individual use.
- (c) CAPA member offering classes for a fee and limited to CAPA members.