

**AMENDED AND RESTATED BY-LAWS OF
Indy Aquatic Masters, Inc.
Indianapolis, IN**

**Article 1
Definitions**

- a. *Code* - the USMS Code of Regulations and Rules of Competition, as published, and as amended. The Code takes precedence over these By-Laws in any conflict with provisions.
- b. *Member* - an individual who is registered with Indy Aquatic Masters and registered with United States Masters Swimming.
- c. *GRIN-LMSC* - the Local Masters Swimming Committee with supervisory responsibilities for the state of Indiana.
- d. *Local Masters Swimming Committee (LMSC)* - a division of USMS with supervisory responsibilities within a specific geographic territory.
- e. *Register* - To enroll as a member of Indy Aquatic Masters (INDY).
- f. *Indy Aquatic Masters, Inc. (INDY)* - a club member of GRIN-LMSC, composed of individuals who are all members of USMS registered through GRIN - LMSC.
- g. *Team* - a group of swimmers representing the same Club in competition.
- h. *United States Masters Swimming, Inc. (USMS)* - the governing body for Masters swimming in the United States.

**Article 2
Name, Mailing Address**

Section 2.1. Name. The name of the corporation is Indy Aquatic Masters, Inc. (INDY).

Section 2.2. Address and Registered Agent. The principal office of INDY shall be at such place as the Board of Directors shall determine. The mailing address of the principal office shall be: Indy Aquatic Masters, P.O. Box 30145, Indianapolis, Indiana, 46220. The registered agent in charge of the registered office of INDY is Jeffrey B. Halbert, 111 Monument Circle, Suite 2700, Indianapolis, Indiana 46204.

Section 2.3. Fiscal Year. The fiscal year of INDY shall begin on the first day of January and end on the last day of December next succeeding.

Article 3 Purpose and Objectives

Section 3.1. Mission. The Mission of INDY is to encourage healthier lifestyle through swimming by offering and supporting a Masters swimming program.

- INDY will encourage and promote improved physical fitness and health in adults 18 years of age or over who would like to gain and maintain fitness through swimming and encourage programs to foster this mission.
- INDY will support and encourage competitions among its members and those of other clubs.
- INDY will offer adults the opportunity to participate in a lifelong fitness and/or competitive swimming program.
- INDY will encourage the local community to sponsor and support the Masters swimming programs.
- INDY will support other local and national Masters swimming programs.
- INDY will enhance fellowship and camaraderie among Masters Swimmers.
- INDY will support and encourage the goals and objectives of USMS.

Section 3.2. Code of Conduct.

INDY embraces the mission of USMS to promote fitness and health in adults by offering and supporting masters swimming. Participation in masters swimming is a privilege and as such, all members of INDY are expected to conduct themselves with integrity and in a sporting manner. Members of INDY shall respect and protect the privileges of others who share this mission and therefore the privileges of membership in INDY may be withdrawn or denied if the conduct of a member or prospective member is inconsistent with the mission of INDY or the best interests of the sport of swimming or those who participate in it.

INDY also maintains certain policies to guide its members, employees and contractors with respect to standards of conduct expected in all areas of involvement or participation, where certain abusive, improper or other activities inconsistent with INDY's mission could harm INDY's reputation or goodwill and otherwise result in serious adverse consequences to INDY or its members, USMS, the LMSC or the sport of swimming.

The purpose of this Code of Conduct is to affirm required standards of conduct with respect to certain types of activities and engagements facilitated by INDY.

Pursuant to Section 8.1 of these Articles, the Board of Directors of INDY shall develop and implement rules, policies and/or procedures for purposes of enforcing the requirements of this Code of Conduct.

Section 3.3. Athlete's Bill of Rights. INDY, in accordance with the rules of USMS, shall respect and protect the rights of every eligible individual to participate as an athlete, coach, trainer, manager, administrator, or other official in any Masters swimming competition, function, or administrative activity, so long as such competition is conducted in compliance with reasonable local, regional, national and international requirements. All members of INDY are expected to conduct themselves in accordance with and to comply with all rules and regulations of USMS and INDY, as said rules and regulations are amended from time to time.

Article 4

Membership and Membership Meetings

Section 4.1. Eligibility. Any person satisfying all registration requirements of USMS and GRIN - LMSC is eligible to become a member of INDY by making written application for membership and payment of required membership fees as determined by the Board of Directors of INDY.

Section 4.2. Membership Fees. The membership fee shall be determined by the Board of Directors of INDY within its sole discretion. Unless otherwise authorized by the Board of Directors of INDY, each member of INDY expressly agrees to he or she will pay all amounts owed to INDY as and when the same shall become due and payable.

Section 4.3. Annual Meeting. There shall be an annual meeting of the membership of INDY. The annual meeting of the membership generally shall be held each year at such place within the Indianapolis metropolitan area as the Board of Directors of INDY shall specify and which shall be designated in the notice of the meeting. At the annual meeting, the Chairman and Treasurer of INDY or their designees, shall report on the activities and financial condition of INDY. In addition, the membership shall consider and act upon such other matters as may be raised consistent with the notice requirements of Section 4.5. It shall be the responsibility of the Board of Directors of INDY to make adequate plans and preparation for the annual meeting. Failure to hold the annual meeting at the designated time shall not cause a forfeiture or dissolution of INDY, nor affect the validity of any corporate action.

Section 4.4. Special Meetings. Special meetings of the membership of INDY may be called at any time by the Secretary of INDY upon resolution of the Board of Directors, upon demand of the Chairman of INDY, by written request signed by any three (3) members of the Board of Directors, or by written petition describing the purpose of the special meeting that is dated and signed by at least ten- percent (10%) of all members of INDY. A special meeting shall be held within not less than ten (10) days nor more than forty-five (45) days from notice at a place within the Indianapolis metropolitan area as designated by the Board of Directors of INDY and shall be specified in the notice of the special meeting. Notice of such special meeting and the purposes of such special meeting shall be given in accordance with the requirements of Section 4.5. No business other than that specified in the notice shall be transacted at any special meeting.

Section 4.5. Notice of Meetings. Written notice stating the place, day and hour of a meeting of the membership and, in case of a special meeting or an annual meeting at which business requiring notice is to be transacted, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) days nor more than forty-five (45) days before the date of the meeting, either personally, by regular mail or electronic mail delivery, by or at the direction of the Chairman or the Secretary, or upon a default in duty by the Secretary, by the officers or persons who called the meeting, to each member of record. If mailed, such notice shall be deemed to be delivered when deposited in the U.S. mail, in a sealed envelope addressed to the member at his or her address as it appears on the current records of INDY, with postage prepaid. If e-mailed, such notice shall be deemed delivered when sent to the member at his or her electronic mail address as it appears on the current records of INDY. The unintended failure of any member to receive notice of an annual or special meeting of the membership shall not invalidate any action, which may be taken by the membership at any such meeting.

Section 4.6. Quorum. Business requiring membership approval may not be transacted at a meeting of the membership unless a quorum of at least fifty (50) members are present in person at a meeting of the membership.

Section 4.7. Votes of Membership. Members shall be entitled to only one (1) vote upon those matters requiring membership approval at a meeting of the membership. All questions shall be decided by a vote of a majority of the members voting thereon in person. Voting by proxy is not authorized, except as otherwise provided by law, the Articles of Incorporation or these Bylaws.

Section 4.8. Means of Communication at Membership Meetings. INDY and the Board of Directors may:

- a. Permit a member to participate in an annual or special meeting, or
- b. Conduct an annual or special meeting

through the use of any means of communication by which all members participating shall simultaneously hear one another during the meeting. A member participating in the meeting by such means shall be considered present in person at the meeting.

Section 4.9. Order of Business. Except as otherwise determined by the members at such meeting, the order of business at the annual meeting of the membership shall be essentially as follows:

- a. Report on the number of members present to determine a quorum.
- b. Readings of either notice of the meeting and proof of the due publication or mailing thereof, or the waiver or waivers of notice of the meeting, as the case may be.
- c. Readings of unapproved minutes of the previous meeting of the members and the taking of necessary action regarding the same.
- d. Presentation and consideration of reports of officers, directors and committees.
- e. Report of election of board members.
- f. Unfinished business.

- g. New business.
- h. Adjournment.

Section 4.10. Termination of Membership. Any member may withdraw from membership upon compliance with such uniform terms and conditions as the Board of Directors of INDY prescribe. A member shall be expelled from membership for cause for violations and/or conduct in contravention of INDY's mission, Code of Conduct and/or the Athlete's Bill of Rights as set forth in Section 3 or for failure to pay any amounts due to INDY.

Section 4.11. Denial of Membership and Member Discipline. Any prospective member of INDY may be denied membership, and any member may be censured, placed on probation, suspended, fined and/or expelled from INDY, if such member or prospective member engaged in any unsportsmanlike conduct as defined by applicable rules and regulations of USMS or INDY. Any member of INDY may bring a complaint on any matter for which grievances may be heard under Part 4, Participation, Conduct, Hearings and Appeals of the USMS Rule Book ("Part 4"), which is incorporated herein by reference. Specifically, complaints may be brought alleging unsporting conduct, defined in Part 4 as:

- A. Violation of the opportunity to participate, as set forth in Part 4.
- B. Discrimination in violation of Article 501 of the Rules of USMS.
- C. Any act of fraud, deception or dishonesty in connection with any USMS related activity.
- D. Any nonconsensual physical contact, obscene language or gesture, or other threatening language or conduct directed toward participants in connection with a USMS event.
- E. Any act, conduct or omission that is detrimental to the image or reputation of USMS, the LMSC or the sport of swimming.

Any conduct in contravention of Part 4 or other rules and regulations established by INDY may serve as the basis for a complaint.

Section 4.12. Member Complaints and Complaint Procedure. Any prospective member or member of INDY who reasonably believes that a basis for a complaint exists under Section 4.11 of these By-Laws and/or any prospective member or member of INDY denied membership or who has been censured, placed on probation, suspended, fined and/or expelled from INDY pursuant to Section 4.11 of these By-Laws, may file a complaint with the Chairman of the Board of Directors of INDY, unless the complaint involves the Chairman then to the Treasurer or other designated individual as determined by the Board of Directors, who shall preside over any and all proceedings concerning the complaint. The complaint shall consist of a concise statement of the circumstances giving rise to the complaint, shall be in writing and signed by the person responsible for making the complaint and include any and all documentary evidence in support of the complaint allegations. To be considered timely, a complaint must be filed within thirty (30) days of the alleged event giving rise to the complaint or within thirty (30) days of when the individual making the complaint should reasonably have had knowledge of the bases for the complaint.

Upon receipt of a timely complaint, the Chairman or his/her designee (or other designated individual in matters involving the conduct of the Chairman) in conjunction with the Review Section, discussed in Section 4.13 of these By-Laws, shall first make a determination whether the subject matter involves an issue for which a complaint may be brought. If the Chairman or his/her designee, with concurrence of the Review Section, determines that the complaint does not meet such criteria and/or determines the complaint was not filed on a timely basis, the complaint shall be dismissed and notice of the same shall be transmitted to the party bringing the complaint of the determination.

If the complaint is not dismissed, a copy of the complaint shall be transmitted to all other parties involved. In the event there are multiple parties or varying interests, the Chairman and/or his/her designee (or other designated individual in matters involving the conduct of the Chairman), with concurrence of the Review Section, may upon request of the parties or on his/her own volition realign the parties according to their interest in the matter.

The parties other than the complaining party shall have the right to make a written reply, which shall consist of a concise statement of any matter of defense to the complaint and must be made within ten (10) days from the date the copy of the complaint is transmitted to the other party(ies). Replies shall be in writing and signed by the person responsible for making the reply and include all documentary evidence supporting the reply. Any party to a complaint has the right to request hearing before the Review Section by making a timely request either at the time of initiating the complaint or within ten (10) days of either the transmission of the complaint to the responding party or ten (10) days after receipt of the responding party's reply. Upon receipt of a request for a formal hearing, the Review Section shall advise all parties in writing of their hearing rights under these guidelines. Absent a request for a formal hearing, the Review Section will issue its determination on the complaint based upon the written documents and all other evidence submitted by the parties. Any hearing conducted on a complaint shall be held at a designated location by agreement of the parties, confidentially, and participation limited to the parties, the members of the Review Section and any identified witnesses for purposes of providing evidential testimony.

With the exception of the time for making an initial complaint, for good cause shown, including excusable neglect, the period for making any response to a complaint or other time limit may be extended for a reasonable period. If a party who is the subject of a complaint fails to make a reply, then the Review Section may act on the complaint as presented, or may take evidence or information from any source.

Upon completion of its review of the complaint, any reply and all evidence provided in support of the parties respective positions, and consideration of all testimony of the parties in the event of a formal hearing, the Review Section shall make such findings as appear to be justified and reasonable to resolve the controversy. Any such findings shall be reduced to writing and transmitted by the Chairman or his/her designee (or other designated individual in matters involving the conduct of the Chairman) to the parties on behalf of the Review Section. All findings made by the Review Section are final and binding upon the parties, subject to appeal to the full Board of Directors of INDY.

Section 4.13. Review Section. The Board of Directors of INDY will annually appoint a Review Section comprised of the Chairman and no less than three (3) members from either the Board of Directors of INDY, the membership of INDY or both. At the discretion of the Chairman or his/her designee, hearings may be conducted by an attorney at law retained by the Review Section for this purpose and in such a case, the attorney shall be a voting member of the Review Section. If the attorney is not a member of USMS, he or she shall not have vote in any final determination. A quorum for any determination at the conclusion of a hearing conducted by the Review Section or any final determination made on a complaint without a hearing, shall be seventy-five percent (75%) of the members of the Review Section, but in no event less than three (3).

Section 4.14. Appeal. The decision of the Review Section will be final and binding in all cases, subject only to an appeal to the Board of Directors of INDY at the option of the applicant and thereafter consistent with any rules and regulations established by GRIN-LMSC or to the National Board of Review under Part 4. Any final decision made by the Board of Directors of INDY may be stayed pending any further appeal.

Section 4.15. Notice to Athletes. In each case, where notice is mailed to a registered athlete, it is sufficient to mail the notice to the address listed on his or her application for registration and/or electronic mail address currently listed on the corporate records of INDY.

Article 5 Nonprofit Status

Section 5.1. Declaration of Non-Profit Status. INDY shall be established and maintain status as a non-profit organization under Section 501(c)(3) of the Internal Revenue Code..

Section 5.2. Limitations. INDY shall not carry on any activity not permitted to be carried on by (a) a corporation exempt from Federal income tax under 501(c)(3) the Internal Revenue Code or (b) a corporation, contributions to which are deductions under 170(c)(2), 2005(a)(2) and 2522(a)(2) of the Internal Revenue Code.

Section 5.3. No Political Affiliation or Assistance. INDY shall not participate in any political campaign or attempt to influence any Federal, state or local legislation and shall not participate in or intervene in, including the publication or distributing of statements, any political campaign on behalf of any candidate for public office.

Article 6 Dues and Fees

Section 6.1. Registration Fee. An INDY member must complete an application and pay a registration fee, consisting of a USMS fee established by USMS, a LMSC fee established by GRIN, and an INDY annual membership fee. This fee must be paid before an

individual is permitted to compete in a USMS sanctioned event. The fee must also be paid within one month of an individual joining. Concurrent registration with a Club other than INDY is not permitted.

Article 7 Registration Year

Section 7.1. The registration year of INDY shall be November 1st through December 31st of the following year.

Article 8 Board of Directors

Section 8.1. General Powers. The affairs of INDY shall be managed, controlled and conducted by, and under the supervision of, the Board of Directors subject to the provisions of the Articles of Incorporation, these Bylaws, the Act, and any other applicable law. The Board of Directors shall have the number of members, no less than three (3) and no greater than fifteen (15), as designated by resolution of the Board of Directors from time to time.

Section 8.2. Number of Directors. The Board of Directors of INDY shall be composed of a Chair (Chairman), Secretary, and Treasurer and such other officers as may be designated by the Board.

Section 8.3. Ex-Officio Directors. The Board of Directors of INDY may include ex-officio directors, namely the Head Coach of INDY. The ex-officio directors shall have the same status as other directors except that they shall not have the right to vote. In matters before the Board of Directors which may directly impact and/or concern the Head Coach of INDY, the Head Coach of INDY shall be excused from any meeting of the Board of Directors at which such matters will be discussed. The Executive Committee has the authority to appoint additional ex-officio members at its discretion.

Section 8.4. Qualifications to be Nominated, to Become, or to Remain a Director.

- a. Any member of INDY shall be eligible to be nominated, elected, and remain a Director of INDY provided he/she:
 1. Is a registered member of INDY, USMS and GRIN.
 2. Is not in any material way financially interested in a competing enterprise.
 3. Is not closely related to an incumbent Director. As used here, “closely related” means a person who is related to the principal person by consanguinity or affinity, to the second degree or less—that is, a person who is either a spouse, child, grandparent, parent, brother, sister, aunt, uncle, nephew, or niece, by blood or in law, of the principal. However, no incumbent Director shall lose eligibility to

remain a director or to be reappointed as a Director if he or she becomes a close relative of another incumbent Director because of a marriage to which he/she was not a party.

4. Notwithstanding the foregoing, the Board of Directors of INDY shall adopt a written policy which will govern the application in practice of this Bylaw section so that no employee will suffer unjust or unreasonable discrimination because of marital status or familial relationship.
5. A member who is in good standing of INDY and any and all affiliated state, regional and national associations.
6. Has never been convicted of a felony.
7. Is at least 18 years of age.
8. To remain a Director, the incumbent must not be absent for three (3) or more of the regular, special, or annual meetings of the Board of Directors of INDY during each twelve-month period, beginning with the month of his/her appointment. Upon establishment of the fact that a Director or nominee is in violation of any of the provisions of this Section, the Board of Directors of INDY shall determine what, if any, action should be taken in light of the circumstances, up to and including declaring the office vacant.
9. Nothing in this Section shall affect, in any manner whatsoever, the validity of any action taken at any meetings of the Board of Directors of INDY.

Section 8.5. Terms. INDY shall designate a Board of Directors who shall initially be appointed by a majority of the incorporators to serve as Directors until such Directors' death, resignation, or removal as provided by these Bylaws. A Board member shall serve for an initial term of three (3) years or until a successor is appointed and qualified, unless such term shall end sooner by death, resignation, change of residence, or vacancy. Each Director shall serve for a term of three (3) years or until his/her successor shall have been elected. Not more than five (5) Directors shall be elected in any one year. This limitation does not apply to filling vacancies either by the Board at a regular meeting or a special meeting. Any individual selected to fill a vacancy by the Board of Directors of INDY shall serve the remainder of the prior Director's term and will be eligible for re-election to the position consistent with these Bylaws. Each Director shall be eligible to serve no more than two consecutive terms of three (3) years.

Section 8.6. Board Positions. The officers and directors of INDY and the immediate past chair shall constitute the Board of Directors of INDY. The Principal Officers shall consist of a Chair (Chairman), Secretary, and Treasurer and such other officers as may be designated by the Board. The fact that a Board member may hold other positions within INDY shall not disqualify him or her from becoming a Director or from holding an Officer position. The Board may appoint at-large members, as necessary and appropriate for its efficient operation. Any individual serving as an ex-officio director at the direction and discretion of the Board of Directors of INDY may not simultaneously serve as an officer of INDY.

Section 8.7. Powers. The Board of Directors shall have and exercise the following powers, among those otherwise permitted by law:

- a. To make, alter, amend, or repeal bylaws for the regulation and management of the affairs of INDY not inconsistent with the Act or with the Articles of Incorporation.
- b. To appoint agents and employees and to fix their compensation and the compensation of the officers of INDY.
- c. To execute instruments on behalf of INDY.
- d. To delegate one or more of the directors or to the agents and employees of INDY such powers and duties as it may deem proper.
- e. To make its own polices, rules, regulations, and procedures, not inconsistent with the Act, the Articles of Incorporation, and these Bylaws, as it may deem advisable for the management of the business and affairs of INDY.

The Board of Directors shall not have the powers that are inconsistent with the Articles of Incorporation, these Bylaws, the Act, or any other applicable law.

Section 8.8. Compensation. No Director shall be entitled to compensation for his or her services as a Director, including attendance at any meeting of the Board of Directors of INDY or of any Committee thereof. Notwithstanding the foregoing, a Director may be compensated for non-Director duties performed for INDY. If authorized by the Board of Directors of INDY, board members may also be reimbursed for expenses actually and necessarily incurred in carrying out INDY business or be granted a reasonable per diem allowance by the Board in lieu of detailed accounting.

Section 8.9. Quorum and Voting. Except where a different quorum is required under another provision of these Bylaws or law, a majority of the directors who are present immediately before a meeting begins shall constitute a quorum for the transaction of any business properly to come before the Board of Directors of INDY. Each such director shall be entitled to one (1) vote on each question that comes before a meeting of the Board. The act of a majority of the voting directors present at the meeting at which a quorum is present shall be the act of the Board of Directors of INDY.

If less than a majority of the directors is present, a majority of the Board of Directors present may adjourn the meeting from time to time; provided, further, that the Secretary shall notify any absent directors of the time and place of such adjourned meeting.

Section 8.10. Annual Meeting. There shall be a meeting of the Board of Directors of INDY, hereinafter referred to as the annual meeting of the Board, for the purpose of electing officers of INDY, and addressing such other matters as may be raised. The annual meeting of the Board of Directors may be held within thirty (30) days of the annual meeting of the INDY membership or at such other time as designated by the Board of Directors of INDY, at which time the Board of Directors may conduct the following business as appropriate to include, but

not be limited to election of officers, approval of a budget for INDY; approval of membership fees; and conduct such other business as may come before the Board of Directors.

Section 8.11. Regular Meetings. A minimum of at least four (4) regular meetings shall be held each year at such time and place as designated by the Board of Directors of INDY. Such regular meetings may be held without notice other than a resolution of the Board of Directors of INDY fixing the time and place thereof.

Section 8.12. Special Meetings. The Board of Directors of INDY may hold special meetings for any lawful purpose upon proper notice, as described in Section 8.11, upon call by the Secretary, upon demand by the Chairman or upon demand by two (2) members of the Board of Directors of INDY. A special meeting shall be held at such date, time, and place as is specified in the call of the meeting and shall concern only such business as specified in the notice setting the special meeting.

Section 8.13. Notice of Meetings. Written notice of the date, time and place of each meeting of the Board of Directors of INDY shall be communicated, delivered, or mailed by the Secretary, or by the person or persons calling the meeting, to each member of the Board of Directors of INDY so that such notice is effective at least two (2) days before the date of the meeting. If mailed, such notice shall be deemed to be delivered when deposited, postage prepaid, in the United States mail addressed to the director at his or her address as it appears on INDY's current records. For this purpose, electronic mail notification shall satisfy these requirements. Written notice shall be effective at the earliest of the following:

- a. When received;
- b. Five (5) days after the notice is mailed, as evidenced by the postmark, private carrier receipt, and correctly addressed to the address listed in the most current records of INDY;
- c. On the date shown on the return receipt (or electronic notification); or
- d. Seventy-two (72) hours after the sender receives back a report that an e-mail message was transmitted successfully to the directors' e-mail address as it appears in INDY's current records.

Section 8.14. Waiver of Notice. Notice may be waived in writing, signed by the director entitled to notice, and filed with the minutes or the corporate records. Attendance at or participation in any meeting of INDY's Board of Directors shall constitute a waiver of notice of such meeting unless the director shall, at the beginning of the meeting or promptly upon the director's arrival, object to holding the meeting and does not vote for or assent to action taken at the meeting.

Section 8.15. Means of Communication. INDY and the Board of Directors may:

- a. Permit a director to participate in any regular, annual or special meeting; or
- b. Conduct any regular, annual or special meeting

through the use of any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by such means shall be considered present in person at the meeting.

Section 8.16. Action by Written Consent Any action required or permitted to be taken at any meeting of the Board of Directors, or any committee thereof, may be taken without a meeting if a written consent describing such action is signed by each director or all committee members, as the case may be, and such written consent is included in the minutes or filed with the corporate records reflecting the action taken. Action taken by written consent shall be effective when the last director or committee member signs the consent, unless the consent specified prior or subsequent effective date. A consent signed as described in this Section shall have the effect of a meeting vote and may be described as such in any document.

Section 8.17. Vacancies. When a vacancy occurs on the Board of Directors for any reason other than the expiration of the director's term or an increase in the number of directors, the remaining directors shall, by majority vote, elect and/or appoint a director to serve the balance of the term vacated. Such elected director must be qualified to serve pursuant to Section 8.4. Such vacancy shall be filled by the Board of Directors within sixty (60) days from the date such vacancy occurs. Any such director selected to fill a vacancy shall serve the remainder of the applicable term for the corresponding board position and upon expiration of the term shall be eligible for re-election pursuant to the requirements of these Bylaws. When a vacancy occurs by reason of the expiration of the director's term or an increase in the number of directors, the vacancy or additional board position shall be filled by election of the membership of INDY.

Section 8.18. Removal of Board Members and Resignations.

- a. To remain a Director, the Director must not be absent for three (3) or more of the regular, special, or annual meetings of the Board of Directors of INDY during each twelve-month period, beginning with the month of his/her appointment. Upon establishment of the fact that a Director is in violation of any of the provisions of this Section, the Board of Directors shall determine what, if any, action should be taken in light of the circumstances, up to and including declaring the office vacant.
- b. A director may be removed by a majority vote of the Board of Directors of INDY for cause or no cause, if before any meeting of the Board of Directors of INDY at which a vote on removal will be made, the Director in question is provided advance notification of the intention to discuss his/her membership on the Board of Directors of INDY and provided the opportunity to be heard at a meeting of the Board of Directors of INDY.
- c. A director may resign at any time by written notice delivered to the Board of Directors, the Chairman or the Secretary of INDY. A resignation is effective when the notice is delivered unless the notice specifies a future date not more than sixty (60) days from the date of the written notice. The pending vacancy may be filled before the effective date by a qualified successor, but the selected successor shall not take office until the effective date of the director's resignation.

- d. Any vacancy created by such removal shall be filled by of the Board of Directors as described in Section 8.17.

Section 8.19. Ethics. As a trustee on behalf of INDY's membership, a director should avoid even the appearance of using his position for his or her own personal gain or for the benefit of any third parties.

Section 8.20. Conflict of Interest. Any transaction in which a Director has a material interest shall be approved in advance by the vote of a majority of all other disinterested Directors (or a Committee thereof) who have no direct or indirect interest in the transaction, provided the transaction may not be approved by a single Director. The Directors may only approve the transaction if (a) the material facts of the transaction and the Director's interest are disclosed to the Board of Directors of INDY (or to a Committee thereof), and (b) the Directors in good faith reasonably believe that the transaction does not pose an undue burden or detriment to the legitimate interests of INDY. If a majority of the Directors who have no direct or indirect interest in the transaction vote to approve the transaction, a quorum is present for the purpose of approving the conflict of interest transaction. The presence of, or a vote cast by, a Director with a material interest in the transaction does not affect the validity of any action taken under this Section 8.20 if the transaction is otherwise approved as provided for in this Section 8.20. A conflict of interest transaction is not voidable and cannot serve as the basis for imposing liability on a non-compensated Director if the transaction did not pose an undue burden or detriment to the legitimate interests of INDY at the time it was entered into or is approved as provided in this Section 8.20 or as otherwise permitted by law. In no event shall any person or other entity dealing with the Directors or Officers be obligated to inquire into the authority of the Directors and Officers to enter into and consummate any contract, transaction or other action.

Article 9

Board Officers

Section 9.1. General. The officers of INDY shall be a Chairman, a Secretary, a Treasurer, and such other officers as the Board of Directors of INDY may otherwise elect or designate from time to time. The offices of Secretary and Treasurer may be held by the same person. The fact that a Board member may hold other positions within INDY shall not disqualify him or her from holding an Officer position. Each officer shall be elected by the Board of Directors of INDY at the annual meeting of the all Directors, or as soon thereafter as may be convenient. Each officer shall serve for one (1) year and until the officer's successor is elected and qualified. The Chairman shall be elected from members of the Board of Directors of INDY. Any officer may be removed by the Board of Directors of INDY at any time, with or without cause. Any vacancy occurring in any office shall be filled by the Board of Directors of INDY, and the person elected to fill such vacancy shall serve until the expiration of the term vacated. Officers shall be eligible to serve no more than three (3) consecutive one (1) year terms in any one office.

Section 9.2. Chairman. The Chairman shall:

- a. Preside at all meetings of the membership and at all meetings of the Board of the Directors of INDY.
- b. Be responsible for implementation of policies established by the Board of Directors of INDY.
- c. Sign any deeds, contracts or other instruments on behalf of INDY authorized by the Board of Directors of INDY to be executed except in cases in which the signing and execution thereof shall be expressly delegated by the Board of Directors of INDY or these Bylaws to some other officer or agent of INDY, or shall be required by the Act to be otherwise signed and executed.
- d. Serve as an ex-officio member of all committees.
- e. Perform the duties incident to the office of Chairman of INDY and such other duties as the Board of Directors of INDY may prescribe.
- f. Hold the office of Chairman for an initial term of three (3) years and thereafter subject to Section 8.5 or such other period as designated and approved by the Board of Directors of INDY.

Section 9.3. Secretary. The Secretary shall:

- a. Be the custodian of all papers, books, records, and the seal of INDY, other than books of account and financial records.
- b. Prepare, enter in the minute book, and distribute the minutes of all meetings of the membership and the Board of Directors of INDY.
- c. Serve notices, conduct correspondence, and authenticate records of INDY as necessary.
- d. Have charge of and keep up to date a list of the names and addresses of the membership or designate the function to such other employees of INDY as appropriate.
- e. Keep on file at all times a complete copy of the Articles of Incorporation and the Bylaws of INDY containing all amendments thereto (which copy shall always be open to inspection by any member of INDY).
- f. Maintain a current list of members of the Board of Directors of INDY and their respective terms of office.
- g. Perform the duties usual to such position and such other duties as the Board of Directors of INDY or Chairman may prescribe.

Section 9.4. Treasurer. The Treasurer shall:

- a. Prepare and maintain, or cause to be prepared and maintained, correct and complete records of account showing accurately the financial condition of INDY.
- b. Receive, account for, and place, or cause to be received, accounted for, or place, in safekeeping as the Treasurer may from time to time prescribe, all notes, securities, and other assets coming into the possession of INDY.

- c. Furnish, or cause to be furnished, whenever requested by the Board of Directors or the Chairman, a statement of the financial condition of INDY.
- d. Serve as financial advisor to INDY.
- e. Perform the duties usual to such position and such other duties as the Board of Directors of INDY or Chairman may prescribe.
- f. The Treasurer shall have authority, with the approval of the Board of Directors of INDY, to delegate to INDY the authority to appoint employees of INDY to actually and accurately carry out the responsibilities set forth in this section.

Section 9.5. Compensation. The powers, duties, and compensation of officers and agents shall be fixed by the Board of Directors of INDY.

Section 9.6. Reports. The officers of INDY shall submit at each annual meeting of the membership, reports covering the business of INDY for the previous fiscal year. Such reports shall set forth the condition of INDY at the close of such fiscal year.

Section 9.7. Other Officers. Each other officer of INDY shall perform such duties as the Board of Directors of INDY or Chairman may prescribe.

Section 9.8. Removal of Officers. Any officer may be removed by the Board of Directors of INDY whenever in its judgment the best interest of INDY will be served thereby, subject to the rights, if any, of an officer under any contract of employment. Election or appointment shall not of itself create a contractual right.

Article 10 Committees

Section 10.1. General. The Chairman, with the approval of the Board of Directors of INDY, may establish committees and appoint members of the Board of Directors of INDY to serve on such committees to accomplish the goals and perform the programs of INDY. Such committees shall have such responsibilities and powers as the Chairman or the Board of Directors of INDY shall specify and shall be subject to the authority and supervision of the Board of Directors of INDY.

Section 10.2. Organization and Operation. Committees of the Board of Directors of INDY shall comprise not less than two (2) individuals, all of whom shall be members of the Board of Directors of INDY and/or designated individuals selected, at the discretion of the Board of Directors of INDY from the INDY membership. Meetings of a committee shall be called by the Chairman of the committee or by a majority of the committee. Any expenditure of corporate funds by a committee shall be approved by the Board of Directors of INDY. Committee members shall serve for terms that expire with each annual meeting, unless longer terms are specified by the Board of Directors of INDY. Committee members may be removed by the Chairman, with or without cause.

Section 10.3. Executive Committee. The Executive Committee shall consist of the officers, legal counsel, and the immediate past Chairman, provided that no person shall take

more than one seat on the Executive Committee. Meetings of the Executive Committee shall be called by the Chairman as necessary. The Executive Committee shall have authority to act for and to create and execute policy between meetings.

Section 10.4. Discretionary Committees. The Chairman may appoint chairs for the following committees at the annual business meeting of Board of Directors of INDY as appropriate and necessary based on the current needs of INDY, which may include but not be limited to:

Coaches
 Communication
 Compensation
 Facilities
 Fundraising
 Grievances
 Competition
 Membership
 Multi-Sport
 Outreach
 Safety
 Social
 Technology

The Chairman shall charge each committee with its duties.

Section 10.5. Legal Counsel. The Chairman may appoint legal counsel for INDY. Legal counsel shall be a non-voting member of the Executive Committee and shall serve in such other capacities as directed by the Chairman.

Article 11 Indemnification

Section 11.1. Indemnification by Corporation. Each person who is or was a director, officer or representative of INDY (including the heirs, executors, administrators or estate of such person) shall be indemnified by INDY to the full extent permitted by the Nonprofit Corporation Law of the state of Indiana against any liability, cost or expense incurred in the capacity as director, officer or representative of INDY, or arising out of the status as a director, officer or representative of INDY that may be incurred by him or her in connection with or resulting from any claim, action, suit or proceeding:

- a. if such person is wholly successful with respect thereto, or
- b. if not wholly successful, then if such person is determined as provided by Section 11.3 to have acted in good faith, in what he or she reasonably believed to be the best

interests of INDY (or, in any case not involving the person's official capacity with INDY, in what he or she reasonably believed to be not opposed to the best interests of INDY) and, in addition, with respect to any criminal action or proceeding, is determined to have had reasonable cause to believe that the conduct was lawful (or no reasonable cause to believe that conduct was unlawful). The termination of any claim, action, suit or proceeding, by judgment, settlement (whether with or without court approval), shall not create a presumption that a person did not meet the standards of conduct set forth in this Article 11.

Section 11.2. Definitions.

- a. As used in this Article 11, the terms "claim, action, suit, or proceeding" shall include any threatened, pending, or completed claim, action, suit, or proceeding and all appeals thereof (whether brought by or in the right of INDY, any other corporation or otherwise), civil, criminal, administrative, or investigative, whether formal or informal, in which a person (or his or her heirs or personal representatives) may become involved, as a party or otherwise:
 1. By reason of his or her being or having been a director, officer, employee or agent of INDY or of any corporation where he or she served as such at the request of INDY; or
 2. By reason of his or her acting or having acted in any capacity in a corporation, partnership, joint venture, association, trust or other organization or entity where he or she served as such at the request of INDY; or
 3. By reason of any action taken or not taken by him or her in any such capacity, whether or not he or she continues in such capacity at the time such liability or expense shall have been incurred.
- b. As used in this Article 11, the terms "liability" and "expense" shall include, but shall not be limited to, counsel fees and disbursements and amounts of judgments, fines, or penalties against, and amounts paid in settlement by or on behalf of, a person.
- c. As used in this Article 11, the term "wholly successful" shall mean:
 1. Termination of any action, suit, or proceeding against the person in question without any finding of liability or guilt against him or her;
 2. Approval by a court, with knowledge of the indemnity herein provided, of a settlement of any action, suit, or proceeding, or
 3. The expiration of a reasonable period of time after the making of any claim or threat of any action, suit, or proceeding without the institution of the same, without any payment or promise made to induce a settlement.

Section 11.3. Entitlement to Indemnification. Every person claiming indemnification hereunder (other than one who has been wholly successful with respect to any claim, action, suit, or proceeding) shall be entitled to indemnification:

- a. If special independent legal counsel, which may be regular counsel of INDY or other disinterested person or persons, in either case selected by the Board of Directors of INDY (such counsel or person or persons being hereinafter called the referee), shall deliver to INDY a written finding that such person has met the standards of conduct set forth in the preceding Section 11.1; and
- b. If the Board of Directors of INDY, acting upon such written finding, so determines the person claiming indemnification shall, if requested, appear before the referee and answer questions, which the referee deems relevant and shall be given ample opportunity to present to the referee evidence upon which he or she relies for indemnification. INDY shall, at the request of the referee, make available facts, opinions, or other evidence in any way relevant to the referee's findings, which are within the possession or control of INDY.

Section 11.4. Relationship to Other Rights. The right of indemnification in this Article 11 shall in be in addition to any rights to which any person may otherwise be entitled.

Section 11.5. Extent of Indemnification. Irrespective of the provisions of this Article 11, the Board of Directors of INDY may, at any time from time to time, approve indemnification of members, directors, officers, employees, agents or other persons to the fullest extent permitted by the Act, any other applicable law, or, if not permitted, then to any extent not prohibited by such law, whether on account of past or future transactions.

Section 11.6. Advancement of Expenses. Expenses incurred with respect to any claim, action, suit or proceeding may be advanced by INDY, by action of the Board of Directors of INDY, prior to the final disposition thereof upon receipt of an undertaking by or on behalf of the recipient to repay such amount unless he or she is entitled to indemnification.

Section 11.7. Purchase of Insurance. The Board of Directors of INDY is authorized and empowered to purchase insurance covering INDY's liabilities and obligations under this Article 11 and insurance protecting INDY's directors, officers, employees, agents, or other persons.

Article 12

Contracts, Checks, Loans, Deposits, and Gifts

Section 12.1. Contracts. The Board of Directors of INDY may authorize one (1) or more officers or agents of INDY to enter into any contract or to execute or to deliver any instrument on its behalf. Such authorization may be general or confined to specific instances. Unless so authorized by the Board of Directors of INDY or by these Bylaws, no officer, agent or employee shall have any power to bind INDY or to render it liable for any purpose or amount.

Section 12.2. Checks. All checks, drafts, or other orders of payment of money by INDY shall be signed by such person or persons as these Bylaws or the Board of Directors of

INDY may from time to time designate by resolution. Such designation may be general or confined to specific instances.

Section 12.3. Loans. Unless authorized by the Board of Directors of INDY, no loan shall be made by or contracted for on behalf of INDY and no evidence of indebtedness shall be issued in its name. Such authorization may be general or confined to specific instances. Any such loan or evidence of indebtedness shall be signed by such person or persons as these Bylaws or the Board of Directors of INDY may from time to time designate by resolution.

Section 12.4. Deposits. All funds of INDY shall be deposited to its credit in such bank, banks, or other depositaries as the Board of Directors of INDY may designate. Such designation may be general or confined to specific instances.

Section 12.5. Gifts. The Board of Directors of INDY may accept on behalf of INDY any gift, bequest, device, or other contribution for the purposes of INDY on such terms and conditions as the Board of Directors of INDY shall determine.

Article 13 Dissolution

Section 13.1. Distribution of Assets. Upon dissolution, the Board of Directors of INDY will, after paying or making provision for the payment of all the liabilities of INDY, dispose of all the assets of INDY exclusively for the purposes of INDY to the GRIN LMSC to be used exclusively for educational or charitable purposes, or, if the GRIN LMSC is not then in existence, is not then an organization exempt as a charitable organization under the Internal Revenue Code of the United States, as amended, organized at such time for purposes substantially the same as those of INDY, or organized and operated exclusively for charitable, educational, religious or scientific purposes that qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code, as the Board of Directors of INDY determines and to which contributions, bequests, and gifts are deductible for income tax purposes, such assets shall be distributed to such a corporation or other entity as determined by the Board of Directors of INDY, to be used exclusively for educational or charitable purposes.

Article 14 Miscellaneous

Section 14.1. Membership in Other Organizations. INDY may become a member in other nonprofit organizations, association, partnerships, joint ventures when the Board of Directors of INDY finds that the general or long-term interests of its membership will be served by such investments or participation.

Section 14.2. Accounting System and Reports. The Board of Directors of INDY shall cause to be established and maintained a complete accounting system. The Board of

Directors of INDY shall also cause to be made by a certified public accountant a full and complete annual audit of the accounts, books, and financial condition of INDY. The results of such audit shall be reported to the membership at the next following annual meeting.

Section 14.3. Rules and Regulations. The Board of Directors of INDY shall have the power to make and adopt such rules and regulations, not inconsistent with law, the Articles of Incorporation, or these Bylaws, as it may deem advisable for the management of the business and the affairs of INDY.

Article 15 Amendments

These Bylaws may be altered, amended, or repealed by the Board of Directors of INDY at any meeting; provided, however, that due notice is given of any proposed alteration, amendment, or repeal that shall have been mailed (via regular mail or electronically) or otherwise made available to directors and the membership on INDY's public website at least two (2) weeks prior to the regular or special meeting at which action is to be taken thereon.

The foregoing is a true copy of the Bylaws of Indy Aquatic Masters, Inc., as adopted by the Board of Directors of INDY on _____, 2018 upon motion duly made, seconded and unanimously accepted, and supersedes all Bylaws and Amendments previously adopted.

s/George Quigley
Chairman

Date:

s/ Pat Schenkel
Secretary

Date: