

BOISE VALLEY RIDERS: Bylaws

Statement of Intent

It is the intent of Boise Valley Riders (BVR) that:

- *BVR is first and foremost a riding club. There will be sanctioned rides scheduled from April through October each year.*
- *BVR will be involved in the charity efforts of the local motorcycle community as approved by the President and Directors.*
- *BVR will attract and retain the best individuals to ensure continuation of our proud heritage.*
- *Anyone participating in BVR sponsored events, or while wearing BVR apparel, will maintain a conduct of courtesy and respect towards everyone.*
- *BVR has one-helluva good time and establishes long lasting relationships.*

General rules

(Members refers to Member, Associate Member and Guest)

1. Any activities performed or sponsored by BVR will be lawful.
2. Members will make a conscious effort to further the interest of safety and the integrity of the club.
3. Conduct of Members is defined in these Bylaws.
4. The Bylaws will be made available to all Members.
5. Members will be required to affirm compliance with the Bylaws with their signature. Registration via the web acts as an electronic signature.
6. Members who provide services to the club do so on a volunteer basis and will not expect reimbursement. These services are for the good of the club and the Members have a personal stake in the success of BVR.
7. Some services may require a monetary assessment from all Members (clothing, events, food, reservations, etc.) or individual donation.

ARTICLE I -- RELEASE OF LIABILITY

I-I. - General Liability Disclaimer

Boise Valley Riders Inc., (herein after referred to as "BVR"), is an organization made up of volunteers operating with the sole purpose of promoting riding activities. Each Member, Associate Member, Guest and invited riders participate in activities solely by choice and participation itself relinquishes any responsibility of BVR as an organization for any and all liabilities resulting in participation in any BVR Activity. All activities must comply with all state or local laws and ordinances. Any personal injury or property damage resulting during a BVR activity or at any time becomes the responsibility of the individual parties involved, and at no time shall the Boise Valley Riders, its owners, founder, directors, officers, members, employees, agents, assigns, volunteers, legal representatives, and successors be held liable. BVR encourages you to exercise discretion while using information contained in the BVR website. BVR makes no representations concerning any endeavor to review the content of sites listed here, or any of the materials, and so

BVR is not responsible for the accuracy, copyright compliance or legality of material contained in sites listed or linked from our website.

I-II. - Riding Release

I am voluntarily participating in a motorcycle riding club called the "Boise Valley Riders / BVR". I acknowledge that participating in BVR is inherently dangerous and may result in my illness, death, damage, loss or injury to person and property and I understand and accept these dangers and risks.

In consideration for being allowed to participate in BVR Activities, I agree to **WAIVE** and **RELEASE**, Boise Valley Riders Inc. and their sponsored events (collectively referred to as "BVR Activities"), and the BVR Activities' owners, founder, directors, officers, members, employees, agents, assigns, volunteers, legal representatives and successors from all liability, manner of actions, causes of action, debts, contracts, claims and demands for or by reason of any illness, death, damage, loss or injury to person and property, which has been or may be sustained as a direct or indirect consequence of participating in BVR.

I agree to **INDEMNIFY** and **HOLD HARMLESS** BVR and all BVR Activities for all costs or liabilities which may be incurred as a direct or indirect result of my negligent or intentional act or omission while participating in BVR Activities and/or BVR.

I acknowledge and agree that I have carefully read this Release of Liability, that I fully understand the same, and that I freely and voluntarily execute the same. I understand that registering online is an electronic signature of this acceptance of terms. I understand that I may seek independent advice prior to signing this Release of Liability. I understand that this Release of Liability is binding on me, my spouse, my executors, administrators, personal representatives and assigns and that this Release of Liability has important legal consequences. The terms of this Release of Liability are contractual and not mere recitals. This Release of Liability will be construed in accordance with and governed by the laws of the State of Idaho.

ARTICLE II -- MEMBERSHIP QUALIFICATIONS, ENROLLMENT AND DUES

II-I. - Guest

1. Anyone who shows up for a sanctioned ride, signs the release of liability, and has had a Ride Captain, the President, or a Director sign-off on their initial riding ability will be considered a Guest and be permitted to ride with BVR during sanctioned rides.
2. All Guests must have a Motorcycle Endorsement, (A permit is not considered an Endorsement), and be 21 years of age or older. The individual must own a motorcycle. The motorcycle must have a 650cc size motor or greater and be in good operating condition and properly registered and insured according to the Idaho State Motor Vehicle Department.
3. All Guests must pledge to uphold the Bylaws.

4. A Guest assumes full liability for their passenger. A Guest also acknowledges their responsibility to educate their passenger in the rules herein, specifically the General Liability Disclaimer (Article I-I).
5. Guests will not have direct access to the grievance process (Article X).
6. Guests will not have a vote on club business matters.
7. Guest dues will be set at \$0 per year.

II-II. Member

1. A Guest may request to become a Member after riding with BVR for at least one year and is willing to commit to the Standards of the BVR Brotherhood below:

Standards of the BVR Brotherhood

- a) Members will not ride with other clubs as a member of that club unless approved by the President and Directors.
 - b) Members will abide by the Rules For Group Riding.
 - c) Members will make every effort to attend as many sanctioned club rides and events as possible.
 - d) Members will uphold and help accomplish the BVR Statement of Intent.
 - e) Members understand and can convey the meaning of the Skull Membership Patch and why it deserves respect.
2. A Guest may request their interest to be a Member to the President or a Director. Also, the President or a Director may invite a Guest to be a Member. In either case, if the Guest wishes to be a Member, the President or a Director will bring the request before the Members and Associate Members (Membership) in attendance at the next scheduled Membership Meeting for discussion. This discussion will be limited to the Guest's ability to follow the BVR Rules for Group Riding and if they believe the Guest is sincere in their commitment to the Standards of the BVR Brotherhood. A two third vote in favor of the request by the Membership is required to pass. If the Membership vote does not pass, the President and at least one Director will meet with the Guest to discuss what actions the Guest could take to help the Membership reach a two third vote in favor.
 3. Members are required to display all BVR patches, according to Article XI 5 through 8 and the BVR patchifesto, during club sponsored rides. BVR will provide all patches. If the Member loses or forfeits their Member status, they agree to return all patches to the President or a Director.
 4. Members are required to vote on all issues pertaining to BVR as presented to the Membership by the President or a Director. If a Member cannot be in attendance during a vote, they will provide their proxy to anyone in the Membership, If someone in the Membership continually does not vote or provide their proxy, they may be subject to Membership Violations, Sanctions and Terminations (Article IV).
 5. Members have direct access to the grievance process (Article X).
 6. Any Member may initiate a non-sanctioned ride event. That member initiating a ride event is the Ride Captain. As the Ride Captain, it is their responsibility to organize staging times, locations, and route details. Ride Captain is not an office

within BVR and is intended to simply denote a Member who initiates, organizes, or leads a ride.

7. Member dues will be set at \$25.00 per year and are non-refundable.
8. Member dues are valid for the season of purchase and must be renewed annually. The renewal must take place prior to December 31st.
9. Member dues will only be available from January 1st until the day of the last scheduled club ride of the same year. All Member dues received after the last scheduled ride will be for the following ride year.

II-III. Honorary Member

1. Honorary Membership is available to Members at the discretion of the President and Directors.
2. Honorary Members are Members that for whatever reason have decided not to ride motorcycles any longer.
3. Honorary Members will not have a vote on club business matters.
4. Honorary Member dues will be set at \$0 per year.
5. Honorary Members may still display the Skull Membership Patch and are requested to display all BVR patches during all club sponsored events they attend. Patches will be consistent with Article XI 5 through 8 and the BVR patchifesto which was in effect the last time they were a Member.

II-IV. Associate Member

1. The spouse or significant other of a Member who rides as a passenger on the Member's motorcycle during club sanctioned rides will be considered an Associate Member. As an Associate Member, they are bound to the BVR Bylaws.
2. It is the responsibility of the Member to provide a copy of the Bylaws to the Associate Member and ensure they understand it.
3. Members will be liable for any failure by their Associate Member to uphold the Bylaws.
4. Associate Members may display any BVR patches, according to Article XI 5 through 8 and the BVR patchifesto. BVR will provide all patches. If the Associate Member loses or forfeits their Associate Member status, they agree to return all patches to the President or a Director.
5. Associate Members are required to vote, or to provide their proxy to another Member or Associate Member (Membership), on all issues pertaining to BVR as presented to the Membership by the President or a Director. If an Associate Member continually does not vote or provide their proxy, they may be subject to Membership Violations, Sanctions and Terminations (Article IV).
6. Associate Members have direct access to the grievance process (Article X).
7. Associate Member dues will be set at \$25.00 per year and are non-refundable.
8. Associate Member dues are valid for the season of purchase and must be renewed annually. The renewal must take place prior to December 31st.
9. Associate Member dues will only be available from January 1st until the day of the last scheduled club ride of the same year. All Associate Member dues received after the last scheduled ride will be for the following ride year.

10. Any Associate Member who obtains a motorcycle of his or her own does not automatically become a Member and allowed to ride with the club. They will continue to be considered an Associate Member. They will need to meet the requirements of a Guest contained in Article II-I and then to meet the requirements of a Member contained in Article II-II.

For the remainder of the Bylaws, Membership, and Member(s) will refer to both Members and Associate Members

ARTICLE III -- OFFICER ROLE DEFINITION

III-I. - President:

President

The President is Jim “YetiJJ” Scanlon. The Presidential tenure will be ongoing until resignation or when removed by a two third vote of the Membership. If the President is removed, an election will be held in accordance with Article VI and one of the Directors will preside. The President will perform the following functions:

1. Oversee all BVR functions, special programs, and promotions.
2. Set and uphold the organization’s tone, vision, and direction.
3. Select the appropriate Members to fill any vacant Director role.
4. Convene and officiate over Grievance councils as needed.
5. Schedule all necessary club meetings that are to be attended by the Membership.
6. Gather input and manage the consolidation of ideas for new apparel, including, but not limited to shirts, hats, patches, and jackets.

III-II. - Director:

Director

Directors are Steve “PakRat” Mitchell, Aaron “A A Ron” Grant and Scott “Uncle Jed” Clement. The Director tenure will be ongoing until resignation or when removed by a two third vote of the Membership. The Director will perform the following functions:

1. Represent the membership of BVR to the President.
2. Perform as a primary contact for the Membership.
3. Manage the membership process as assigned by the President.
4. Manage the volunteer coordination for special events as assigned by the President.
5. Assist in logistical planning and organization for rides and events as assigned by the President.
6. Participate in Grievance councils as needed.

ARTICLE IV -- MEMBERSHIP VIOLATIONS, SANCTIONS AND TERMINATIONS

IV-I Membership Violations

Member violations shall include but not be limited to the following:

1. Extremely rude, offensive, or insulting behavior towards Members or others while involved in club activities or wearing club apparel.
2. The initiation of a physical confrontation while being involved in club activities or wearing club apparel.
3. Participation in a club ride while impaired.
4. Desecration of the club brand.
5. Unsafe riding at club rides/events.
6. Members who continually fail to vote or provide their proxy to other Members on issues pertaining to BVR, as presented to Members by the President or a Director.

IV-II Sanctions and Termination of Membership

Members are subject to the grievance process (Article X) and may be subject to sanctions and/or may be expelled from the club. In the case of actions affecting the well-being and/or safety of other club members or the reputation of BVR, Members may be barred from any number of club events, such as meetings, club rides or other functions, or their club membership may be terminated permanently. Members may also be asked not to wear BVR apparel.

ARTICLE V -- MEETINGS

1. Meetings may be held at any time at the request of a Member. The President will approve the date, time, and location. Meetings are opened to the Membership and family unless otherwise specified. Decision and voting rights are available to the Membership, the President and Directors only.
2. The Membership will meet at least once a year to plan the upcoming ride and event schedule. This Annual Planning meeting will be held prior to the end of March. The President and the Directors will meet separately to solidify the schedule.
3. The President and Directors will meet at least three times per year. The President or a Director may initiate a meeting.
4. The Membership will meet at least once a month from April through October. The Membership will make every effort to attend these meetings.

ARTICLE VI – REMOVAL OF THE PRESIDENT OR A DIRECTOR

1. Any Member may initiate a vote of no confidence in the President or any Director by contacting the President or any Director.
2. A vote of no confidence is a public process. The Member initiating this process must have no expectation of privacy.
3. If a vote of no confidence is initiated, either the President or a Director will schedule a date, location, and time for a Membership Meeting to conduct the vote.
4. Proxy votes will be allowed if requested in writing to the President or a Director. The request should include the person in the Membership who will be receiving the proxy.
5. Before the vote is cast, the Member initiating the vote shall state their case for the removal of the President or Director, and time will be afforded for a rebuttal by the President or Director being voted on.
6. For a vote of no confidence to pass, two third of the Membership must vote in favor.
7. If the President is removed by a vote of no confidence, the Directors shall appoint a new President.
8. If a Director is removed by a vote of no confidence, the President shall appoint a new Director.

ARTICLE VII -- EXPENDITURES

1. Any funds in the treasury are BVR monies. Prudent judgment shall be used in the handling and disbursement of funds.
2. Treasury responsibilities will be managed by the President.
3. Large purchases not considered maintenance costs will be voted on by the President and Directors.
4. Each year during the Annual Planning Meeting, the President will provide an accounting of the expenditures for the last year.

ARTICLE VIII -- BVR PHOTOS and GALLERIES

1. All website design, text, photographs, graphics, sound, and other content, and the selection and arrangement thereof, are the property of Boise Valley Riders Inc. or its licensors and are protected by United States and international copyright law. All rights to such materials are reserved to their respective copyright owners. Any use of materials on this site other than as described in these Terms and Conditions is strictly prohibited, including but not limited to the distribution of the materials, the creation of derivative works, and the use of the materials for any commercial purpose.
2. BVR's goal is to promote the free-flowing exchange of expression relating to members interests, activities and hobbies while maintaining a certain level of respect and decency. While BVR makes all reasonable attempts to remove objectionable materials, BVR is not responsible for policing every picture. Any concerns regarding photo content will be addressed to the President or a Director.

ARTICLE IX -- CLUB RIDES

1. Any Member may make ride suggestions for the upcoming ride schedule during the Annual Planning meeting. The rides are subject to change by a majority participant vote at any meeting, event, staging location, etc. All sanctioned rides are Ride Captain's choice.
2. All sanctioned overnight rides are for Members only. The President or a Director may invite Guests or other invited riders on these rides at their discretion.
3. Any Member may call for an unscheduled ride event at their leisure.
4. All riders will adhere to the Rules for Group Riding. Failure to do so constitutes a gross violation of the Bylaws and will result in direct corrective action as deemed necessary by the President, or a Director.
5. The Ride Captain, President, or a Director are empowered to remove any Member, Guest, or other rider from the group if their riding style and/or behavior, motorcycle and/or equipment constitute a safety hazard.
6. During a ride, any safety problems are to be brought to the attention of the Ride Captain, President, or a Director by any ride participant.
7. All Members operating motorcycles and Guests are required to have a valid motorcycle endorsement and adequate and current insurance.
8. New riders will be placed at the rear of the group for observation by the Member acting as the Tail-gunner during their first group ride.

IX-I Guest Invitations to Club Rides

1. Any Member may invite other riders to participate in club events/rides. The invited riders must show proof of a valid motorcycle endorsement and insurance to the Ride Captain, President, or a Director.
2. The inviting Member must introduce invited riders prior to the ride to all Members in attendance.
3. It is the responsibility of the inviting Member to provide such invited riders with proper riding instructions prior to ride participation, in accordance with the Rules for Group Riding.
4. The inviting Member assumes full liability of their invited riders. The inviting Member also acknowledges their responsibility to educate their invited riders in the rules herein, specifically the General Liability Disclaimer. The Member may request assistance in these guidelines from the Ride Captain, President, or a Director.
5. Inviting Members must be aware that invited riders may not be familiar with the difference in riding style that a group ride requires. In the interest of safety, invited riders unfamiliar with group riding will be kept at the rear of the group with the inviting Member.

ARTICLE X -- GRIEVANCES

1. All matters related to the operation and safety of BVR, its Bylaws, and its Membership will be reviewed. Private matters or matters of a personal nature will not be subjected to the grievance process unless it affects other Members, Associate Members, the President, a Director, or the reputation of BVR.
2. The grievance process is a public process. Anyone initiating this process must have no expectation of privacy.
3. Any Member may request a review by BVR. This request must be made to the President or a Director.
4. This request should contain the names of all involved parties and the specific action(s) alleged.
5. When a grievance is received it will be forwarded to the President.
6. The President will convene all Directors in order to form a council for the review of the grievance. The President may ask any Member to participate in this process if it is deemed necessary.
7. If the President or a Director is directly involved in the grievance he or she will be removed from the council.
8. The council will interview all involved parties.
9. The council will meet and discuss all information pertinent to the grievance and agree to an action that will most benefit BVR. A vote will decide this action with a simple majority prevailing.
10. In the event of a tie the President will have the tie-breaking vote.
11. All BVR Members agree to abide by the decision of the council.

ARTICLE XI -- CLUB NAME/LOGO/APPAREL

1. Club Name/Logo/Patches will remain the property of the Boise Valley Riders, Inc.
2. Club Name/Logo/Patches may not be copied or altered in any way without permission of the President and Directors. Club Name/Logo/Patches are protected by copyright rules. Failure to adhere to these rules is punishable by law.
3. BVR Name, Logos, banners, etc., may not be used without explicit permission from the Boise Valley Riders.
4. To show our pride and advertise to those around us who we are, rules 5 through 8 are set forth below. We will in no way dictate what other patches members wear or display.
5. Boise Valley Riders Top Rocker: This patch will be placed center top on the back of the cut, where a traditional top rocker goes.
6. BVR Skull Membership Patch: This patch should be placed center back of the cut, directly under the top rocker.
7. BVR We Will Remember Patch and Names: This patch honors our fallen brothers and sisters and keeps them in our memories. They remind us that they will always be part of our family. Any Member may honor any or all of those who have gone before us, however it is also acceptable to honor only those you personally knew. This patch should be displayed on the back left of the cut, directly below the armpit area. The names of our fallen brothers and sisters should be directly below this patch.
8. President or Director Patch: This patch will identify you as such and should be displayed in two places. On the very bottom and centered on the back of your cut and on the front right breast just below your name/nickname patch.
9. BVR is not attempting to dictate how you display your personality or character on your cut. We are not asking you to limit what you choose to wear or where you place it.
10. BVR asks that if you choose to be a part of our brotherhood that you display the BVR patches in the above prescribed and uniform manner to show pride and solidarity in our brotherhood.

ARTICLE XII -- AMENDMENTS TO BY-LAWS

1. Any proposed amendment must be submitted in writing to the President or a Director.
2. The Amendment will be adopted upon a two third vote of Members.
3. Unless otherwise specified in the amendment, the amendment shall become effective immediately upon its adoption.
4. The President has authority to amend the Bylaws as they see fit if such amendment is for the purpose of clarification of an existing Bylaw or to protect the interests of the membership.

