

The Constitution and By-Laws of the Niagara Frontier Bicycle Club, Inc.

Article I - Name

The club will be known as the Niagara Frontier Bicycle Club Inc.

Article II– Purpose

The purpose of the club will be:

1. To schedule and conduct bicycle rides for club members;
2. To promote the healthful sport of bicycling, primarily in the Niagara Frontier area of Western New York;
3. To cooperate with other groups in promoting the sport of bicycling;
4. To educate people about the benefits or rewards of cycling as well as the principles of safe cycling.

Article III – Membership

1. Full membership will be limited to men and women of the age of eighteen or over.
2. The Board of Directors reserves the right to refuse membership to any individual. This refusal shall NOT be based on race, religion, nationality, ethnic group, sexual orientation, or gender.
3. Members must agree to abide by the constitution and by-laws of the club and to abide by the rules of the road while cycling with the club during scheduled events.
4. There are two types of membership – single and family:
 - a) A full member is an adult of the age of eighteen or over whose dues are paid; in a family membership, children under the age of eighteen will NOT be full members;
 - b) Any full member may run for office;
 - c) Each full member has one vote on NFBC voting issues;
5. The Board of Directors will set the amount of the annual dues.
 - a) The dues year will run from March 1 to the last day of February;
 - b) Membership benefits will terminate on March 1 for all members who have not renewed.

Article IV – Board of Directors and Officers

1. The officers of the club will be president, vice president, secretary, and treasurer; they will perform the duties traditionally pertaining to those offices.
2. The vice president will, in addition, serve as chairperson of the ride committee;
3. The term of office will be two years.
4. The Board of Directors will consist of: the four club officers, five elected club members, as well as the monthly newsletter editor and the membership chairperson.
5. The elected members of the Board of Directors will fill the positions of monthly newsletter editor and membership chairperson through appointment.
6. If an officer or board member cannot serve for the full term, the Board of Directors may designate a member to fill the position for the remainder of that term.

Article V – Committees

1. Nominating Committee: this committee will consist of one Board member and two members at large.
 - a) This committee will meet in the fall of the year when the term of office for current officers expires in order to make nominations;
 - b) At the club election meeting, nominations for officers and board members may be made from the floor.
2. Ride Committee: the vice president will chair this committee.
 - a) This committee will schedule the daily rides and the weekend rides for the entire club year;
 - b) The committee will select ride leaders for each ride;
 - c) The ride leader will have the following responsibilities for the rides which he or she agrees to be the leader:
 - i. To report to the designated ride start fifteen or twenty minutes before the ride is scheduled to begin,
 - ii. To sign in the riders who intend to participate in the ride,
 - iii. To hand out the maps and cue sheets for the ride,
 - iv. To send a record of members reporting for the ride to the mileage tabulator.
3. Safety Committee: This committee will periodically review the safety guidelines established by the club. They will also collect data to determine in what ways members need to be more safety conscious, and they will make recommendations to help the club members become safer bicyclists.
4. The Board may appoint other committees that will act for the duration of their assigned tasks.

Article VI – Meetings

1. Two general membership meetings must be held each year, one in the spring and one in the fall.
2. The board may call additional general membership meetings as necessary.
3. General meetings will be announced by an announcement in the monthly newsletter.
4. At general meetings, resolutions will be passed by a majority of those present. No quorum of total membership will be required.
5. The Board of Directors will ordinarily meet once a month.

Article VII – Amendments

The NFBC Constitution or By-Laws may be amended by majority vote of the members at general meeting of the club.

By-Laws

Section I - Scheduled club rides

1. Only members may participate in club rides, except:
 - a. as a guest of the member (a guest of the age of eighteen or over may participate in only three rides as a non-member);
 - b. as a guest of the club (for example, a potential member who participates in a ride as a result of publicity—the three-ride limit applies here, too);
 - c. as a child of the ages of six through seventeen accompanied by a parent or relative who is a full member of the club. There is no limit to the number of rides these child guests may participate in; however, the ride leader or officers or board members may recommend AGAINST the participation of a child guest for reasons of safety, road conditions, difficulty of ride, etc. The club is in no way responsible for the child's safety.
2. The participants on a ride must obey the NYS rules of the road and follow the safe bicycling practices established by the safety committee.
3. All riders are required to wear CPSC-approved helmets when participating in an NFBC ride.
4. The ride leader may advise a member or non-member not to participate in a ride.
5. The ride leader will be a member of the club. The ride leader may appoint a co-leader to either lead or to sweep during the ride in order to provide more assistance to the various levels of rider.
6. The ride leader may suggest changes of route or even a cancellation of the ride based on dangerous weather or dangerous traffic conditions.

Section II - Safety

1. The NFBC will provide to members and guests information about safe bicycling practices.
2. NFBC members on club rides should help unsafe riders become aware of their unsafe practices.
3. The Board of Directors may revoke membership of riders who persist in bicycling in an unsafe manner.

Section III – Liability

Every member will sign a waiver of liability when being admitted to membership and when signing in for each ride. Non-members will also sign the waiver of liability prior to starting a scheduled event. Parents or relatives will accept full responsibility for the safety of any minor they bring to a club event. Anyone who has not signed the waiver will not be allowed to participate in the event.

The waiver will read:

In consideration of being permitted to participate in any way in the NFBC-sponsored bicycling activity, I for myself, my personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree and represent that I understand the nature of this bicycling activity and that I am qualified, in good health, and in proper physical condition to participate in such activity. I further acknowledge that the activity will be conducted over public roads and facilities open to the public during the activity and upon which the hazards of traveling are to be expected. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the activity.
2. FULLY UNDERSTAND that: (a) bicycling activities involve risks and dangers of serious bodily injury, including permanent disability, paralysis and death; (b) these risks and dangers may be caused by my own actions, or inactions, the actions or inactions of others participating in the activity, the condition in which the activity takes place, or the negligence of the releasees named below; (c) there may be other risks and social and economic losses wither not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, costs, and damages I incur as a result of my participation in this activity.
3. HEREBY RELEASE, discharge, and covenant not to sue the NFBC, the LAB, their respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and if applicable, owners and lessors of premises on which the activity takes place, from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the releasees or otherwise, including negligent rescue operations; and I further agree that if, despite this release and waiver of liability, assumption of risk, and indemnity agreement I, or anyone on my behalf, makes a claim against any of the releasees, I will indemnify, save, and hold harmless each of the releasees from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim.