



WELCOME TO THE TENACIOUS DAMES

**TENACIOUS DAMES RIDING CLUB
BY-LAWS**

President: Julie Schatz-Fink (406-861-4712)

**TenaciousDames@gmail.com/Fbook: Tenacious Dames www.tenaciousdames.com/Instagram:
@Tenacious_Dames_RC**

MISSION STATEMENT

Women dedicated to the education and empowerment of other women through the love of riding.
"Women Empowering Women through the Love of Riding."

FOUNDERS STATEMENT

A place that women motorcycle riders can connect and build friendships while becoming a stronger rider. In this club it is up to you as the individual to seek out what you want to see with this club. "YOU GET WHAT YOU PUT INTO IT," all members should respect and support each other. It is the responsibility of the member to keep themselves in the loop and reach out to participate. TD is just an avenue to connect the riders that join. We have created social media pages for members in each chapter and club wide to reach out, connect, and ride together. As a member of the Dames, you **will** respect and encourage each other with positive attitudes and encouragement with a drama free zone. All issues will be discussed directly with that person and not others.

TENACIOUS DAMES MEMBER

Tenacious Dames patch acquisition (aka "Patched Participant"): Women-only, licensed and motorcycle endorsed, riding enthusiasts with 1,000 miles motorcycle riding experience. (Not just with TD) Must own or use any brand of motorcycle on a regular basis. Prefer a Basic Riders Safety course to be completed. Member must be able to attend a minimum of **two** TD meetings and **two** TD riding events throughout the year. Patches will be available for purchase if requirements are met. Any current Dame that no longer has a ride able motorcycle will be moved to a "Non-Riding Member Status" until they have a motorcycle again in good riding condition. Anyone in the non-riding member status will be able to stay in that status for up to one year. At that time, they will be unable to renew their membership until they have a ride able motorcycle. As a Riding Club, being able to ride is a necessary part of the membership. (Members/non-riding members will be referred to as members hereinafter).

MENTOR PROGRAM

Program for future members that have not completed requirements for full membership. All membership and mentor paperwork, as well as all waivers, are to be signed prior to acceptance and participation in program. This program is designed to help empower new riders that would like to join as a full member in the near future. Dames are not certified as trainers and will not be held liable for any injuries or damage as a result of participation. Riders assume all individual risk. Any participant in this program will abide by the By Laws set forth for the club and pay yearly membership fees. Refer to Mentor Documents for details.

YEARLY MEMBERSHIP FEE

All Members/Non-Riding Members will be responsible for a yearly \$50 (Non-refundable) membership fee to help offset a myriad of club associated expenditures i.e. (Associated set-up costs and fees for business cards, patches, and apparel etc.). If joining in Oct-Dec, membership fee will be included the following year, but will require updated bylaws to be signed annually. If not able to afford this fee, exceptions will be reviewed by the Chapter VP and discussed with President.

CHAIN OF COMMAND

Club has one State President and one State Vice President. Each Chapter is designed to have a Vice President, Dame of Affairs, Lady Enforcer, Treasurer/Sec, and Road Dames. Position holders in each chapter will share responsibilities and work as a team. Each Chapter Vice President (Including temporary positions) will lead their perspective chapter. All questions, ideas, and concerns should be addressed to your Chapter VP before contacting the President. Refer to the Position Holder Document for specifics on each position. Members interested in a position opening should contact their perspective VP or President if no Permanent VP is in place. All members should "Lead by Example" to encourage the overall empowerment of all members.

MONTHLY MEETINGS

Each chapter will hold a business meeting at a minimum of once a month on a consistent day and time. Weekly rides will be implemented for each Chapter. Each meeting could contain a variety of activities, for example training (CPR, First Aid, or Self Defense is suggested in winter months). Each member is encouraged to participate in the planning of a business meeting or weekly ride.

EVENTS

The President/State VP creates all club events on the main TD FB Page. All members should follow the Tenacious Dames RC page for upcoming events thru the year for the CLUB. Each Chapters VP/DOA will be responsible for their own events in their chapters and will add their specific members to chapters FB page and events. Click GOING or INTERESTED for events to remain in the member's event feed. If a member is not on FB they will have to special request another form of communication. It is the responsibility of the **member** to keep themselves updated on events. TD also has a calendar on the website, www.tenaciousdames.com

Each Chapter is responsible to have member attendance at other community club events. Those individuals need to be marked as TD.

TENACIOUS DAMES ROAD RULES

Intoxicated Riding

Zero tolerance for intoxicated riding/driving during a Tenacious Dames ride or event. Any patched/pre patched participant, or guest, who becomes intoxicated during a Tenacious Dames ride or event on a bike/vehicle, will be required to find an alternate way home from the ride/event. While we will not police how much someone drinks at an event (Dames or not) that is a personal choice, use of any vehicle intoxicated will be dropped from the club altogether (whether a patched/pre-patched participant or guest). Always act in an appropriate way if you are representing the Dames. All liability falls on the intoxicated person, although as members we will attempt to assist in the option of safe transportation home. (Never will that be as a passenger on a bike)

Motorcycle Endorsement & State Law

All patched/pre-patched participants and guest riders of Tenacious Dames must possess current motorcycle endorsements, and operate vehicles in accordance to State laws.

GUEST PARTICIPATION

It will be understood that a Tenacious Dames guest must adhere to the "Tenacious Dames Road Rules" and "Personal Liability and Motorcycle Accident Waiver" sections of this document prior to a ride. It is also the responsibility of each patched/pre-patched participant to educate their own respective guest rider. Guest riding on any Tenacious Dames ride will be required to sign the guest waiver. The Dame that has brought the guest has responsibility collect signature on the waiver and hand in to a Road Dame or

any other position holder before the ride begins. TD's biggest supporters are our significant others so waivers should be signed when our membership paperwork is signed annually.

ADDITIONAL SUPPORT PARTICIPANTS

Although Tenacious Dames is a women-only riding club, there are individuals who do not ride or would like to show support of the club. For this purpose, a Tenacious Dames Support Patch, Decal, and/or shirts may be purchased. All support items are marked with SUPPORT (www.tenaciousdames.com under supporters tab). All other Dames apparel is for members only unless moved to non-riding member and already purchased gear. Supporters will be required to fill out guest waivers if joining on any rides as a rider or passenger.

GUIDELINES

The sections of this document aka "guidelines" may be changed and updated by President, Julie Schatz-Fink, at such time as deemed necessary to accommodate growth of the Riding Club, and the never-ending empowerment of all its members. It is the personal responsibilities of each participant to be responsible for their personal safety at all times, not the position holders or President of the club. "Always Ride Your Own Ride."

PERSONAL LIABILITY

Motorcycle activity is a potentially hazardous activity which can be a test of a person's physical and mental limits, and carries with it potential for death, serious injury, and property loss. The risks include but are not limited to those caused by terrain, facilities, temperature, weather, the condition of rider's equipment, vehicular traffic, and actions of other people including but not limited to participants, patched/pre-patched participants, guests, and position holders (hereinafter "Released Parties"). These risks are not only inherent to riders, but also passengers and anyone associated with a riding activity as well as any other Dames activities therein.

BY THEIR SIGNATURE BELOW PARTICIPANTS: (1) ASSUME ALL PERSONAL LIABILITY AND ASSOCIATED RISK OF PARTICIPATION TO AND FROM ANY TENACIOUS DAMES ACTIVITIES INCLUDING RIDES; (2) TAKE ACTION FOR THEMSELVES, THEIR EXECUTORS, ADMINISTRATORS, HEIRS, NEXT OF KIN, SUCCESSORS AND ASSIGN AS FOLLOWS: (A) FOREVER WAIVE, RELEASE AND DISCHARGE "RELEASED PARTIES" FROM ANY AND ALL LIABILITY FOR PERSONAL DEATH, DISABILITY, PERSONAL INJURY, PROPERTY DAMAGE, PROPERTY THEFT OR ACTIONS OF ANY KIND WHICH MAY HEREAFTER ACCRUE DURING A ACTIVITY; (B) INDEMNIFY AND HOLD HARMLESS "RELEASED PARTIES," ENTITIES OR PERSONS MENTIONED IN THIS 'PERSONAL LIABILITY & MOTORCYCLE ACCIDENT WAIVER' SECTION FROM ANY AND ALL LIABILITIES OR CLAIMS MADE BY OTHER INDIVIDUALS OR ENTITIES AS A RESULT OF PERSONAL ACTIONS DURING A RIDE OR ANY DAMES ACTIVITIES. ACCORDINGLY, "RELEASED PARTIES" ARE HEREBY DISCHARGED AND RELEASED FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND WHATSOEVER FOR RIDE PARTICIPANT DEATH, DAMAGES, AND /OR INJURIES WHICH MAY RESULT FROM PARTICIPATION IN A RIDE OR TENACIOUS DAMES ACTIVITY. THIS SHALL BE CONSTRUED BROADLY TO PROVIDE A RELEASE AND WAIVER TO THE MAXIMUM EXTENT PERMISSIBLE UNDER THE APPLICABLE LAW.

1 January 2019

AMENDMENT FOR: Tenacious Dames By-Laws

FROM: Julie Fink, President, & TD Founder

SUBJECT: Tenacious Dames Trademarked Merchandise

1. All variations of the Tenacious Dame logo are legally trademarked. Whereas, the rights to this logo are owned by Julie Fink, Founder of the Tenacious Dames.
2. Should a member of the Tenacious Dames either elect, or are removed from the Club, the member will be required to “turn-in” Tenacious Dames back patch and any position holder patch.
3. The exiting Tenacious Dames member will have 30 days to “sell back” any, and all, unwanted Tenacious Dames merchandise to current active Club members at a discounted price. Once 30 days has expired, the exiting Tenacious Dames member will be required to “turn-in” their Tenacious Dames back patch and any unwanted merchandise (No refunds) to their respective Chapter Vice President or Lady Enforcer. All unwanted TD items can only be donated back to their chapter or active member.
4. Any Jackets marked with a position will need to be removed and either have “supporter” or “retired” added onto the jacket in order to continue wearing.
5. If exiting Tenacious Dames member does not return the back patch, they will receive a legal letter requiring them to do so.
6. Upon review of this letter, the current Tenacious Dames member is hereby acknowledging the amendment made forth to the Tenacious Dames By-Laws effective January 1st, 2019, and will do so by signature below.

Printed Name

Member Signature

Tenacious Dames Release Form

Name: _____

Address: _____

E-Mail Address: _____

Phone Number: _____

Emergency Contact Name: _____

Emergency Contact Phone Number: _____

"I have read the Tenacious Dames GUIDLINES and hereby agree to abide by it as a PARTICIPANT of the Tenacious Dames.

I agree that the Tenacious Dames (Julie Schatz-Fink hereinafter, the "RELEASED PARTY") shall not be liable or responsible for injury to me (including paralysis or death) or damage to my property occurring during any Tenacious Dames activities and resulting from acts or omissions occurring during the performance of the duties of the "RELEASED PARTY", even where the damaged or injury is caused by negligence (except willful neglect). I understand and agree that all Tenacious Dames members and their guests participate voluntarily and at their own risk in all Tenacious Dames activities and I assume all risks of injury and damage arising out of the conduct of such activities. I release and hold Tenacious Dames harmless from any injury or loss to my person or property which may result from my participation in Tenacious Dames activities and EVENTS. I understand that this means I agree not to sue the "RELEASED PARTY" for any injury or resulting damage to myself or my property arising from, or in connection with, the performance of their duties in sponsoring, planning, or conducting said events.

By signing this Release, I certify that I have read this Release and fully understand it and that I am not relying on any statements or representation made by the "RELEASED PARTY"."

Signature _____ Date _____

***Only return signed TD Release Form, By-Law Amendment and membership fee to address below:**

* Tenacious Dames RC
705 Hickory St
Great Falls, MT 59404

Revised: 01/27/2019

Tenacious Dames Guest Waiver Form

Name: _____

Address: _____

E-Mail Address: _____

Phone Number: _____

Emergency Contact Name: _____

Emergency Contact Phone Number: _____

"I have been informed of the Tenacious Dames GUIDELINES and hereby agree to abide by it as a Guest of the Tenacious Dames.

I agree that the Tenacious Dames (Julie Schatz-Fink hereinafter, the "RELEASED PARTY") shall not be liable or responsible for injury to me (including paralysis or death) or damage to my property occurring during any Tenacious Dames activities and resulting from acts or omissions occurring during the performance of the duties of the "RELEASED PARTY", even where the damaged or injury is caused by negligence (except willful neglect). I understand and agree that all Tenacious Dames members and their GUESTS participate voluntarily and at their own risk in all Tenacious Dames activities and I assume all risks of injury and damage arising out of the conduct of such activities. I release and hold Tenacious Dames harmless from any injury or loss to my person or property which may result from my participation in Tenacious Dames activities and EVENTS. I understand that this means I agree not to sue the "RELEASED PARTY" for any injury or resulting damage to myself or my property arising from, or in connection with, the performance of their duties in sponsoring, planning, or conducting said events.

By signing this Release, I certify that I have read this Release and fully understand it and that I am not relying on any statements or representation made by the "RELEASED PARTY"."

Signature _____ Date _____

Revised 01/27/2019