



US SPYDER RYDERS

Merrimack MA Chapter



MEMBER INFORMATION SHEET MERRIMACK VALLEY - MA

US SPYDER RYDERS have been riding together since 2011 and currently has multiple chapters. We have participated in over 100 rides/events since that time and we welcome you to join us and join the fun. To become a member, you must be a CAN-AM Spyder owner, be a regular passenger of someone who owns a Spyder or may be an associated member (Non-CAN-AM owner).

US SPYDER RYDERS - Merrimack Valley-MA Chapter is a social riding club, currently without required payment of dues. As our Chapter grows and evolves, the issue of dues will be evaluated periodically.

US SPYDER RYDERS can be found using several media outlets:

<http://www.usspyderryders.com/>

<http://www.usspyderryders.com/links-spyder/>

<https://www.facebook.com/groups/usspyderryders.merrimackvalleyma>

BOARD OF DIRECTORS MERRIMACK VALLEY- MA

President - Red Conti
Vice President - TBD
Sgt-at-Arms - TBD
Secretary - TBD
Road Captain - TBD
Social Director - TBD

To Join US SPYDER RYDERS - Merrimack Valley-MA Chapter:

***Each person who is seeking club membership, will have to complete their own set of paperwork**

(By submitting these completed forms you acknowledge acceptance of the terms of each of these documents)

Membership Sign Up Form (Page 2), Release of Liability Waiver – Members (Page 3), Acceptance of Bylaws (Page 7), & Covid-19 Safety Acceptance (Pages 8 & 9)

To Submit Electronically:

1. Print out this document, fill in all blanks and sign.
2. Scan Five (5) completed pages, save as a PDF
3. Email completed form to: **rconti4672@comcast.net**

Or

1. Save this PDF file to device (Adobe Pro needed), fill in all blanks and sign electronically.
2. Email completed form to: **rconti4672@comcast.net**

To Submit via US Mail:

1. Print out this document, fill in all blanks and sign.
2. Return the Five (5) completed pages via US mail to:

US SPYDER RYDERS - Merrimack Valley-MA
Red Conti
 27 Stonington St North
 North Andover, MA 01845



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MEMBERSHIP SIGN UP FORM MERRIMACK VALLEY-MA

How To Complete This Form: Fill out the section that is applicable to the membership you are seeking.
EACH PERSON COMPLETES THEIR OWN FORM, ONLY ONE PERSON PER FORM!

Spyder Owner

Name: _____ Phone Number: _____

Email Address: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Spyder Year: _____ Model: _____

Dealership Purchased From: _____ Private Sale:

Spyder Passenger Associate Member

Name: _____ Phone Number: _____

Email Address: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Spyder Ryder Sponsor Name: _____

Associate Member

Name: _____ Phone Number: _____

Email Address: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Year of Motorcycle: _____ Brand: _____ Model: _____

Spyder Ryder Sponsor Name: _____



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RELEASE OF LIABILITY WAIVER - MEMBERS MERRIMACK VALLEY-MA

Yearly Release Of Liability, Covenant Not To Sue, Waiver And Agreement For US SPYDER RYDERS Members

By signing this agreement, I acknowledge that I understand that motorcycle riding and touring is hazardous and may result in serious injury or death. I understand that this activity in which I am voluntarily participating has inherent risks (including death, loss of limb and permanent disability, and damage to or loss of property) that I assume. I certify that I am duly licensed and competent to operate a motorcycle in a safe manner and the vehicle I will be operating during the tour is in safe and legal operating condition. I am solely responsible to determine the speed and operational characteristics of my motorcycle and my ability as a motorcycle operator while participating in any and all events this Membership year. **I hereby agree to expressly and voluntarily accept and assume all risks involved in operating a motorcycle or participating as a motorcycle passenger while participating in an event with US SPYDER RYDERS.**

I hereby covenant, as a motorcycle operator or motorcycle passenger, not to sue US SPYDER RYDERS, their agents, employees, officers, directors, managers and representatives for any and all loss or damage including property damage or loss, personal injury, permanent disability and/or death, arising out of my participation in any and all activities this Membership year (including but not limited to riding, touring, transportation to and from the activity, and at all lodging and stops). US SPYDER RYDERS makes no warranty regarding conditions, safety of roadways, weather, lodging or stops, and I assume all risk that the conditions, safety of roadways, weather, lodging or stops are other than what is expected. I understand and agree that US SPYDER RYDERS is acting as my agent only to provide guidance as to routes, and to obtain meals along the route, and I hereby release and hold harmless US SPYDER RYDERS its owners, agents, assigns and heirs against any and all claims, causes of action, or any other liability of any kind arising from my operation of a motorcycle or as a motorcycle passenger during my activity of motorcycle events.

By signing this agreement, I agree to abide by all event requirements regarding safe and legal operation of motorcycles, no use of drugs and agree that any violation of these requirements will result in the termination of my participation in the tour without recourse or refund. I certify that I have no known physical or mental impairment that may affect my safety or the safety of the group. I understand that, subsequent to state and local regulations, the choice of wearing a helmet or other protective gear is solely my own and that US SPYDER RYDERS most strongly recommends its event participants to wear protective gear. **Further, I certify that I am not under the influence of alcohol, any narcotic, or other drug that may impair my understanding or judgment.**

By signing this agreement, I acknowledge that I have read this liability waiver and agreement and that I am waiving any claim as set forth herein for myself, my spouse, personal representatives, assigns, heirs and next of kin. In consideration of being permitted to participate in any and all activities this Membership year, I hereby release, waive, hold harmless, discharge, and agree to indemnify US SPYDER RYDERS, their owners, agents, employees, officers, directors, managers and representatives from any and all liability to me, my spouse, personal representatives, assigns, heirs and next of kin for any and all claims, demands, liability, loss or damage (including property damage or loss, personal injury, permanent disability and/or death), in any way resulting from or arising in connection with this activity. I hereby agree to fully assume the risk and full responsibility of bodily injury, permanent disability, death or property damage due to the negligence of those being released herein, and on behalf of myself, my spouse, my personal representatives, assigns, heirs and next of kin.

I acknowledge and agree that there are inherent risks of serious bodily injury and/or death and the purpose of this liability waiver and agreement is to be as broad and inclusive as permitted by the law of the state of Massachusetts and that if any portion hereof be held invalid, I do expressly agree that the balance shall notwithstanding, continue in full legal force and effect. I further agree to the irrevocable and unrestricted right to use and publish photographs of me, or in which I may be included, for editorial trade, advertising, and any other purpose and in any manner and medium.

Printed Name: _____

Signature: _____ **Date:** _____



US SPYDER RYDERS

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BYLAWS

MERRIMACK VALLEY – MA

MISSION STATEMENT

The objective of the US Spyder Ryders – Merrimack Valley Chapter motorcycle riding club is to promote Can-Am Spyders and Spyder riding while focusing on having fun and at the same time attempting to do the most good for our community and local charities. We accomplish this objective with positive interaction within our community while providing a safe and controlled environment for our members during all our functions. We pride ourselves in the involvement of many community and charitable events. We will have local rides, long distance rides, socials, and fund raiser activities.

BYLAWS

MEMBERSHIP

To become a member an individual must be a Spyder Owner or Spyder Passenger, and accept the Bylaws of the club. Members are required to partake in at least one club supported community service event and at least four group riding events per year to be classified as being in good standings. If the club supported community service event is a riding event that event will qualify as one of the four required riding events. Member may also sponsor up to two Associate Members per calendar year.

Professional and courteous behavior is expected from all members. This includes dealing with fellow members of the club or any affiliate of the club (i.e. charity organizations, other clubs, etc.). Any member not acting in a professional or courteous manner will be subject to review by the Board for possible disciplinary action or membership termination.

Members with Seasonal Residence

As a member of the club, if the member is a seasonal resident within the geographical footprint of the club's home base the member's four group ride requirement will be prorated based on their time in the area. For example:

- 6 to 8 months of the year, a minimum of three riding events of which one must be a community service event.
- 3 to 6 months of the year, a minimum of two riding events of which one must be a community service event.
- 3 months or less, a minimum of one riding event, which may be a community service event. If the one riding event is not a community service event, then the member must donate to a club community service event and show proof of donation at time of membership renewal.

Reinstatement of Membership

Members that have allowed their membership to lapse for greater than 30-days or that have been seen in the past as a member not in good standing will be reviewed by the Board of Directors before membership is reinstated. Should the Board elect not to reinstate the member's membership, the submitted membership renewal will be returned to the party that submitted them.



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Associate Membership

Associate Membership may be attained by a non-Spyder owner via sponsorship of a club member that is in good standings. Associate Members are sanctioned to the same Bylaws as all members. Should the sponsoring member become a member no longer in good standing the associate member's sponsorship can either be transferred to another member in good standings or may reside with the club for the balance of the current year assuming the associate member is in good standings. The associate member will need to secure additional sponsorship for the next calendar year should they wish to continue their membership with the club.

DUES

At the present time, the Merrimack Valley MA Chapter of US Spyder Ryders is a social riding club. There are no dues required. Should the Chapter grow, evolve, and its operational needs change, the subject of dues will be revisited. If necessary, the subject of requiring dues will be evaluated, and voted upon by the Board of Directors, as well as the general membership.

WAIVER/INSURANCE

A member agrees to carry insurance coverage to protect themselves, their passengers, and their vehicle, as well as anyone involved in an accident with them. A member also agrees to hold harmless the club and all Board members from any accidents or injuries which occur to the member during club activities.

MEETINGS

The general membership will meet each November to elect officers/board members during the Annual Club Meeting. The Board of Directors will meet at least quarterly to discuss and vote on any operating issues of the club which require their attention. These quarterly board meetings may be either in person or virtual. Should the Board deem they may also call quarterly or special meetings of the membership; these types of meetings should be used to update the general membership on the operation of the club and to also discuss any issues that would require membership input and or vote. Such an event will need to be posted on the club website a minimum of five days prior to the scheduled meeting. All meetings will be conducted using the manner of Robert's Rules of Order (current release).

Voting Rights

All voting will be done by all members in good standing that are present at the membership meetings, unless otherwise determined by the Board to allow for proxy votes. All voting will be approved by a simple majority that is present whether voted on by the Board or the general membership depending on the meeting type. In the event of a tie vote, the President will cast the deciding vote.



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COMMUNITY SERVICE

While riding and fellowship are a big aspect of the club, we will all commit to supporting our community and charitable causes that the membership or Board deem as club sponsored activities. The club will support a minimum of two charitable organizations per year with major funding activities. These two organizations will be voted on by the Board of Directors. Either supported charity must be a 501c3 organization.

OFFICERS

Annually, in the month of November, the membership will elect the following officers into office - President, Vice Presidents, Secretary, and Treasurer (if required). The Board of Directors will then appoint individuals to the positions Road Captain, Event Coordinator, Webmaster, and others as needed (i.e. chaplain, charity coordinator, photographer). These individuals will comprise the Board of Directors who will run the day-to-day operations of the club. Officers may perform more than one function, (i.e. Secretary-Treasurer may be the same person) however, will be seen as only one voting member on the Board. Officers will be required to perform the following obligations along with their elected duties.

- 1) Be present for at least six group riding events during the year. Three of which should be in the first six months of the year and three of which should be in the last six months of the year
- 2) Put together two group rides or events within the year that he or she is in office
- 3) Attend a minimum of three Board meetings along with the Annual Club Meeting

Should an officer not fulfill his or her obligations, the Board of Directors may elect to take action and remove the officer from office with a 2/3 vote of all Board Members. Should an officer be removed, a replacement officer may be appointed into office by the Board of Directors for the duration of the term. Notification will be sent to the membership explaining the reason for removal of any officer along with the named replacement should one be named.

Members may only be elected into office if they are in good standings with the club and present for the annual meeting unless unable to attend due to a medical or family issue. Said issue must be submitted to the Secretary of the club at least 5-days prior to the meeting and must also be read to the membership that is present prior to a vote for the position said member is running for.

MEDIA SITES

All club media sites (including but not limited to Facebook and Club websites) will be used solely to promote the operations and events of this club. Any comments on these sites deemed inappropriate by the President, or other BOD member, will be removed and notification of the removal will be sent to each Board of Directors along with the member(s) involved. Continued abuse will result in the President suspending member privileges on all media sites along with a review by the Board of Directors for possible further disciplinary action and or termination of membership.

TERMINATION OF MEMBERSHIP

Members may have their membership terminated as a result of disciplinary action, of becoming inactive, and/or a failure to submit required paperwork such as membership forms and liability releases in a timely fashion. Should a member wish to terminate his or her membership, they may do so at any time with written notification to the Secretary. Termination of membership either by the member themselves or by disciplinary action will result in the member forfeiting any access to all club media sites, and will require the return of club/Chapter insignia (patches) to the Chapter Secretary, or other Board of Directors Officer.



US SPYDER RYDERS
Merrimack MA Chapter



BYLAWS
MERRIMACK VALLEY - MA

ACCEPTANCE of BYLAWS

I, _____ (Members Name) hereby agree to the bylaws of
US SPYDER RYDERS (MERRIMACK VALLEY - MA CHAPTER) on this day,

the _____ of _____ / _____
(DAY) (MONTH) (YEAR)

SIGNED: _____
(SIGNATURE)

PRINTED: _____
(PRINTED)

If acceptance of BYLAWS has been signed by an Associate Member, the name and signature below must be of the sponsoring Member for said associate Member.

SPONSORING MEMBERS NAME: _____
(PRINTED)

SIGNATURE: _____ / _____
(SIGNATURE) (DATE)



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COVID-19 SAFETY ACKNOWLEDGEMENT LIABILITY WAIVER AND RELEASE OF CLAIMS ADDENDUM

COVID-19 SAFETY INFORMATION:

While participating in events held or sponsored by the US Spyder Ryders (US SPYDER RYDERS) “social distancing” must be practiced and face coverings worn at all times when not riding to reduce the risks of exposure to COVID-19. Because COVID-19 is extremely contagious and is spread mainly from person-to-person contact, US SPYDER RYDERS has put in place preventative measures to reduce the spread of COVID-19. However, US SPYDER RYDERS cannot guarantee that its participants, volunteers, partners, or others in attendance will not become infected with COVID-19.

In light of the ongoing spread of COVID-19, individuals who fall within any of the categories below should not engage in US SPYDER RYDERS events and/or other face to face fundraising activities. By attending an US SPYDER RYDERS event, you certify that you do not fall into any of the following categories:

1. Individuals who currently or within the past fourteen (14) days have experienced any symptoms associated with COVID-19, which include fever, cough, and shortness of breath among others;
2. Individuals who have traveled at any point in the past fourteen (14) days either internationally or to a community in the U.S. that has experienced or is experiencing sustained community spread of COVID-19; or
3. Individuals who believe that they may have been exposed to a confirmed or suspected case of COVID-19 or have been diagnosed with COVID-19 and are not yet cleared as non-contagious by state or local public health authorities or the health care team responsible for their treatment.

DUTY TO SELF-MONITOR:

Participants and volunteers agree to self-monitor for signs and symptoms of COVID-19 (symptoms typically include fever, cough, and shortness of breath) and, contact any board member of the US Spyder Ryders via means of phone, email, instant messenger (i.e. text, Facebook Messenger, etc.), if he/she experiences symptoms of COVID-19 within 14 days after participating or volunteering with US SPYDER RYDERS. Should a participant or volunteer test positive to a COVID-19 Test, said person will notify a Chapter Board Member. Chapter Board Members will then have the right to notify all parties that participated in said event. Once a participant has tested positive, a negative COVID-19 test must be achieved to resume participation with any US SPYDER RYDER event.

LIABILITY WAIVER AND RELEASE OF CLAIMS:

I acknowledge that I derive personal satisfaction and a benefit by virtue of my participation and/or voluntarism with riding at US SPYDER RYDERS events, and that I willingly engage in US SPYDER RYDERS events and/or other fundraising activities (the “Activity”).

RELEASE AND WAIVER. I HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE ANY AND ALL LIABILITY, CLAIMS, AND DEMANDS OF WHATEVER KIND OR NATURE AGAINST THE US SPYDER RYDERS AND ITS AFFILIATED PARTNERS AND SPONSORS, INCLUDING IN EACH CASE, WITHOUT LIMITATION, THEIR DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND AGENTS (THE “RELEASED PARTIES”), EITHER IN LAW OR IN EQUITY, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, INCLUDING BUT NOT LIMITED TO DAMAGES OR LOSSES CAUSED BY THE NEGLIGENCE, FAULT OR CONDUCT OF ANY KIND ON THE PART OF THE RELEASED PARTIES, INCLUDING BUT NOT LIMITED TO DEATH, BODILY INJURY, ILLNESS, ECONOMIC LOSS OR OUT OF POCKET EXPENSES, OR LOSS OR DAMAGE TO PROPERTY, WHICH I, MY HEIRS, ASSIGNEES, NEXT OF KIN AND/OR LEGALLY APPOINTED OR DESIGNATED REPRESENTATIVES, MAY HAVE OR WHICH MAY HEREAFTER ACCRUE ON MY BEHALF, WHICH ARISE OR MAY HEREAFTER ARISE FROM MY PARTICIPATION WITH THE ACTIVITY.

_____ Initials



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ASSUMPTION OF THE RISK. I acknowledge and understand the following:

1. Participation includes possible exposure to and illness from infectious diseases including but not limited to COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist;
2. I knowingly and freely assume all such risks related to illness and infectious diseases, such as COVID-19, even if arising from the negligence or fault of the Released Parties; and
3. I hereby knowingly assume the risk of injury, harm and loss associated with the Activity, including any injury, harm and loss caused by the negligence, fault or conduct of any kind on the part of the Released Parties.

MEDICAL ACKNOWLEDGMENT AND RELEASE. I acknowledge the health risks associated with the Activity, including but not limited to transient dizziness, lightheaded, fainting, nausea, muscle cramping, musculoskeletal injury, joint pains, sprains and strains, heart attack, stroke, or sudden death. I agree that if I experience any of these or any other symptoms during the Activity, I will discontinue my participation immediately and seek appropriate medical attention. I DO HEREBY RELEASE AND FOREVER DISCHARGE THE RELEASED PARTIES FROM ANY CLAIM WHATSOEVER WHICH ARISES OR MAY HEREAFTER ARISE ON ACCOUNT OF ANY FIRST AID, TREATMENT, OR SERVICE RENDERED IN CONNECTION WITH MY PARTICIPATION IN THE ACTIVITY. As a participant, volunteer, or attendee, you recognize that your participation, involvement and/or attendance at any US Spyder Ryders event or activity ("Activity") is voluntary and may result in personal injury (including death) and/or property damage. By attending, observing or participating in the Activity, You acknowledge and assume all risks and dangers associated with your participation and/or attendance at the Activity, and You agree that: (a) the US SPYDER RYDERS organization (b) the property or site owner of the Activity, and (c) all past, present and future affiliates, successors, assigns, employees, volunteers, vendors, partners, directors, and officers, of such entities (subsections (a) through (c), collectively, the "Released Parties"), will not be responsible for any personal injury (including death), property damage, or other loss suffered as a result of your participation in, attendance at, and/or observation of the Activity, regardless if any such injuries or losses are caused by the negligence of any of the Released Parties (collectively, the "Released Claims"). BY ATTENDING AND/OR PARTICIPATING IN THE ACTIVITY, YOU ARE DEEMED TO HAVE GIVEN A FULL RELEASE OF LIABILITY TO THE RELEASED PARTIES TO THE FULLEST EXTENT PERMITTED BY LAW.

Printed Name _____

Signature _____ Date _____