

**VFW**

**VETERANS OF FOREIGN WARS**

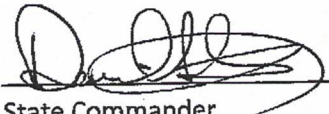
**DEPARTMENT OF NEVADA**

# **VFW Riders Group Policy**

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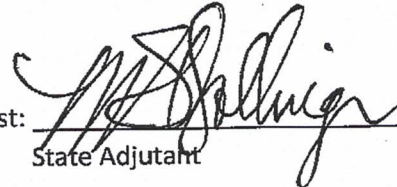
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Approved: \_\_\_\_\_



State Commander

Attest: \_\_\_\_\_



State Adjutant

## **VFW Riders Group Policy**

The Veterans of Foreign Wars (VFW), Department of Nevada is a non-profit organization under the laws of the State of Nevada. The department encourages, endorses, and supports the formation and operation of a VFW Riders Group (VFWRG) for these purposes

- To promote and support the programs of the Veteran of Foreign Wars.
- To promote motorcycle safety programs.
- To provide a social atmosphere for VFW members who share the same interest.

The VFWRG shall comply with all aspects of Resolution 308, adopted at the 111<sup>th</sup> National Convention, on August 23, 2010, and amended May 22, 2015.

However, the Department of Nevada, through this policy, modifies or restricts Resolution 308 as follows:

- The VFWRG shall be operated as a subordinate unit under the control of the department.
- The department shall recognize VFWRG as a subordinate group organized and operated at the department level only. District and post VFWRG's are prohibited.
- The department shall provide VFWRG with group liability insurance coverage required by Resolution 308, as amended.
- The VFWRG committee shall select a chairman who is acceptable to the State Commander.
- The State Commander shall appoint the chairman as State Captain of the VFWRG.
- The waiver that is part of the application process shall be maintained by the State Captain, with copies of the waiver submitted to the State Adjutant.
- Membership applications shall be maintained by the State Captain.
- The State Captain shall submit a list of all VFWRG members in good standing to the State Adjutant; the list shall be updated and submitted when changes in membership occur. The list shall be submitted in electronic format.

All other matters pertaining to the VFWRG, its organization, operation, and activities, shall be the sole responsibility of the VFWRG committee and its members.



## **Motorcycle Riders Groups**

This document is intended to serve as a standard for Veterans of Foreign Wars Motorcycle Riders Groups/ Associations, henceforth referred to as VFWRG, pursuant to mandate of the 111<sup>th</sup> National Convention, Resolution 308, adopted August 23, 2010. This document may be amended from time to time by the Commander-in-Chief, Veterans of Foreign Wars of the United States.

### **Purpose**

- To promote and support the programs of the Veteran of Foreign Wars.
- To promote motorcycle safety programs.
- To provide a social atmosphere for VFW members who share the same interest.

### **Formation**

Each VFWRG will be presented as an activity, managed by a VFWRG Committee, established by its sponsoring Department, District or Post. No VFWRG will represent itself as, or be a Motorcycle Club (MC) or part of any MC Confederation / Organization at any level.

### **Name**

Each VFWRG may adopt a name of its choosing, subject to rules and regulations adopted by the Department having jurisdiction and the approval of the sponsoring unit and that of the Commander-in-Chief. The use of the name "VFW Riders" is recommended.

### **Membership**

All VFWRG members shall be members in good standing with either the Veterans of Foreign Wars or one of its nationally recognized auxiliaries. Each must be the legally registered owner of a properly insured motorcycle and must possess a valid motorcycle driver's license in their state of residence (military equivalents acceptable as well) or a rider thereto.

Subject to the rules and regulations of a Department, a Department, District or Post VFWRG may allow Supporters (aka "Supporting Riders" or "Guest Riders"). Such supporter classification does not constitute membership in the VFW nor come with the promise of any material, financial, or political benefit to the VFWRG, its members or committee; nor to any other member at any other organizational level within the VFW; nor there be any similar gains for the honoree through the conferring of "Supporter" status, but is intended as a means to provide recognition to those who show strong support to the VFWRG programs and events. Prospective supporters must, without exception, be the legally registered owner of a properly insured motorcycle and must possess a valid motorcycle driver's license in their state of residence (military equivalents acceptable as well) or a rider thereto. All supporters eligible for membership in the VFW or one of its Auxiliaries shall become members in good standing.

### **VFWRG Committee**

Each VFWRG formed shall be managed by committee, appointed by its respective Commander. All committee chairmen/members will be selected from those VFW members in good standing who are also members of the VFWRG. In addition, the Commander and Quartermaster of the sponsoring unit, by virtue of their offices, shall be members of the committee. Trustees of the sponsoring unit shall not serve on the committee.

The committee shall exercise such supervision over VFWRG members as will ensure the protection of the VFW name and property.

The committee chairman shall seek approval and report activities at each regular meeting of the sponsoring unit.

Expenditure and receipt of funds (to include solicitation of and fundraising activity) shall be in accordance with VFW National By-Laws and Manual of Procedure.

The committee may adopt rules and regulations governing the structure and conduct of their VFWRG as do not conflict with those issued by higher authority. Such rules and regulations shall only become effective upon their approval by the sponsoring unit.

### **Waivers and Liability**

*All VFW rides/events will require that a waiver and release of liability be signed by the rider and/or their passenger. The waiver should include a statement indicating the rider carries liability insurance for himself and all passengers that meets the minimum state, city and/or local insurance requirements; it should also indicate that the rider carries a valid driver's license. This is to indemnify the Post, District or Department against liability for damages caused by the rider, his/her passenger and/or their motorcycle. This waiver shall be part of the application process for the group and shall be retained by the sponsoring unit for seven (7) years.*

*Additionally, each sponsoring unit shall maintain sufficient general liability insurance to protect such unit and must name, as additional insureds, the Veterans of Foreign Wars of the United States and the Department in which the sponsoring unit is located.*

### **Logos, Apparel and Patches**

The use of the VFW logos and VFW trademarks are protected under Sections 803 and 805 of the National By-Laws and Manual of Procedure.

Each VFWRG may adopt a one-piece back patch or other apparel that will promote its group in a safe and respectable manner. The patch(s) may use the member's appropriate logo (i.e. VFW Member wears VFW logo; auxiliary member wears the appropriate auxiliary logo. All articles of clothing worn by "Supporting Riders" using any logo or trademark, when authorized by the VFW, shall contain the word(s) "I support" or "Supporter"), Post/District/Department affiliation or be of creative design. In all instances, the design shall be subject to the approval of the Department having jurisdiction and that of the Commander-in-Chief, with the authority to manufacture in accordance with Section 803 of the Manual of Procedure. Under no circumstance shall a VFWRG adopt a three-piece patch; the use of "rockers" is deemed unacceptable.

It is strongly recommended that members dress in a manner that promotes a positive image for The Veteran of Foreign Wars, particularly when operating in group activities or interacting with the community. No VFWRG shall allow the use of patches or apparel using offensive language in conjunction with any patch or apparel using any VFW logo or trademark.

### **Miscellaneous**

Each VFW subordinate unit currently operating a Riders Group, M/C or like organization, must adhere to the policies herein and those passed down from proper authority. Failure to comply with these issued guidelines will cause the group to be disbanded.

Each newly formed VFWRG shall forward immediately (within 30 days), through proper channels to the Adjutant General's office, the name/membership number of all committee members and/or any changes thereto, for the purpose of promoting any VFW national/regional riding events or distribution of VFWRG related material.

These guidelines are hereby amended, this 22<sup>nd</sup> day of May of 2015.

By Order of  
John W. Stroud  
Commander-in-Chief  
Veterans of Foreign Wars of the US

Official:

  
Adjutant General

**NEVADA VFW RIDERS GROUP RELEASE OF LIABILITY  
& HOLD HARMLESS AGREEMENT**

1. I hereby acknowledge and agree that my participation in Veterans of Foreign Wars (VFW) Riders Group (VFWRG) events, and specifically, that motorcycle rides have inherent risks, even when the greatest care is taken, because the roads do not always have even surfaces, other participants may interfere with my riding activity, and riding is a strenuous physical activity. I also hereby acknowledge and agree that I have full knowledge of, understand, and appreciate the nature and extent of such risks, including the risks of cuts, abrasions, severe bodily injury, death, or property damage resulting from any of the following occurring while participating in the ride: (1) falling on the ground, (2) falling against physical objects or structures, (3) being bumped, knocked down, stepped on, crushed, or kicked, whether done intentionally or not, by other riders, and (4) improper use of motorcycles or failure to use safety equipment, such as helmets. I further acknowledge and agree that the above list does not include all possible risks associated with participating in the ride and that the above list in no way limits the extent or reach of this release of liability and hold harmless agreement.
2. I hereby certify that I am voluntarily assuming all the risks associated with my participation in VFWRG events. I understand that I will be solely responsible for any loss, injury, or damage, including death, which I may sustain while participating in a VFWRG ride or event, and that by this agreement, I am waiving any right to assert any and all causes of action, claims, or demands of any nature whatsoever, against the Veterans of Foreign Wars of the United States, VFW Department of Nevada, and VFWRG, and their officers, agents, or employees, for such loss, injury, damage, or death, even if caused by their ordinary negligence.
3. I certify that I am in the proper physical and mental condition to endure any ride, am able to control the motorcycle I am riding during unforeseen weather, will not hold the VFW, VFW Department of Nevada, VFWRG, or anyone other than myself responsible for any accident or mishap
4. I certify that I am properly licensed and insured to operate a motorcycle in the State of Nevada, or any state that a VFWRG event takes place.
5. I certify that I am of lawful age and otherwise legally competent to sign this release of liability and hold harmless agreement. I further certify that I understand that the terms of this document are legally binding, that I agree to these terms, and that I am signing this document, after having carefully read it, of my own free will.

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Members Printed Name and Signature

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Date