

By-Laws Mexico Bassmasters Inc. (rev. 052223)

This organization shall be called the Mexico Bassmasters, Inc. of Columbia, Missouri. The purpose of this organization will be to work for the conservation of fish and wildlife; to help Bass angling through education of members and others; to stimulate public awareness of Bass fishing as a major sport; to improve skills as Bass anglers through fellowship and friendly exchange of expert Bass catching techniques and ideas; and to foster and preserve the recreation and sport of Bass angling in tournaments and otherwise.

Article I - Tournament Committee

- **Nominees will be voted on**
- **Most votes determine tournament director**
- **Tournament committee will consist of 3 members.**
- **Committee will serve a 2-year term.**
- Shall establish Tournament rules, location, and dates of Organization Tournaments, keeping in mind the distance and cost of tournament sites
- Shall be responsible for the enactment of the Catch and Release Program

Article II-Waiver

Each member and guest will be required to sign a copy of the Waiver (Appendix A) prior to participating in any organization function. The waiver must be signed in accordance with the rules laid out on the waiver and maintained by the organization's secretary.

Article III-Officers, Elections, Vacancies, and Eligibility

Section 1: Officers and their duties

The officers and board of the organization shall consist of:

President: preside over all meetings and direct all official business.

Appoint and direct all committee functions. Supervise all organizational functions.

Vice President: Assist the president in his duties, preside in the absence of the president and act as public relations officer.

Secretary: Maintain accurate minutes of all meetings, maintain regular liaison between Mexico Bassmasters, Inc. and other organizations.

Treasurer: Maintain accurate financial records of all club accounts and distribute funds and report at each meeting.

Tournament Director: Shall be responsible for management of all organization tournaments. In the event of his absence, the President shall be responsible.

Section 2: Elections

The election of officers shall be held at a **club** meeting during the month of **June**. Election shall be by simple majority of members present, Election for each officer shall be held separately in order listed in Article III, Section 1. **Current officers have 2 months to transition duties to the newly elected officers.**

Section 3: Eligibility of vote

Each active member in good standing is entitled to one vote (online or in-person).

An active club member in good standing is any individual whom:

- Is actively paying (installments) or has paid their current club membership in full
- Is actively participating in club tournaments for the current season
- Is actively participating in meetings for that current season.

Section 4: Term of office

The term of office is for two (2) years, which shall begin on August 1st of the election year and ends after said two (2) year period on July 31st.

Section 5: Vacancies

In the event of an office becoming vacant, nominations shall be asked and an election to fill the unexpired term of the individual vacating the office.

Section 6: Eligibility for holding office

To be eligible for an office a member must:

- Have been a member for six months.
- Have attended at least 3/4 of the organization meetings

Article IV - Additional Officer Duties

President: To act as organization's representative to the Missouri State Bass Federation.

Vice President: To keep the local news media informed of the organization activities and act as an ambassador of good will with the organizations members families.

Tournament Director: To act as a liaison for the organization in obtaining full clearance from all parties on Tournament sites, dates, time, etc. and also to keep full and accurate records of those participating, who they fished with, their catches, points accumulated, and the organization scales. If the tournament director should not be able to attend a Tournament, the President shall assume the Tournament Director's duties. The Tournament director shall also have the right to make final decisions on tournament matters.

Article V - Awards and prizes

Organization tournament prize funds will be determined by tournament rules. Additional awards to be presented at the Annual Awards Banquet.

- **Placement awards;** 1st through 6th place in total points standings for the preceding year.
- **Big Bass;** The member catching the largest bass over 4 pounds during the organization tournaments in the preceding calendar year.
- **Sportsman of the Year;** voted on by club members at the last meeting in October.

In the event of a tie duplicate awards will be presented.

Awards for the above will consist of trophies or plaques purchased by the organization.

Article VI - Guests

Guest may participate in organization tournaments providing they have signed their waivers and abide by the same rules, regulations, guidelines etc. as applies to the regular members, excluding dues. When fishing as a guest that person will not be eligible for any of the tournament placement awards, however they will be allowed to accumulate points and vie for big bass of the tournament should they contribute to the big bass pot for that tournament.

Article VII - Rules for tournament fishing

The **rules** for tournament fishing shall be reviewed and/or revised annually by the tournament committee. They shall then be presented in writing to all active club members for their approval and/or recommended changes (online and/or in-person).

The current tournament rules govern when changes can be made.

Article VIII - State Tournament Participation

Mexico Bassmasters is primarily affiliated with B.A.S.S. and Missouri B.A.S.S. Federation Nation and as such will sponsor those members that qualify to participate on the state team.

State team members must be in good standing with B.A.S.S. and Missouri B.A.S.S. Federation Nation to qualify.

The Mexico Bassmasters may also affiliate with other national circuits as desired and/or required. Those members that qualify or wish to participate in "other" corresponding state tournaments will be financially responsible for any fees associated with said tournament and national/state membership dues.

Article IX- Membership

Section 1: Number of members

Total membership shall not exceed 50 members. This number may be altered by amendment, by a 2/3 majority vote of all active club members. All Missouri Bass Federation Nation members and/or "other" national program memberships are eligible to join Mexico Bassmasters, Inc. Affiliation with these national circuits is not a requirement for local club membership.

Section 2: Membership Dues

- Annual dues are **\$130.00** per year due by the start of the new tournament season
- If a member joins after the 4th tournament of a given tournament season, dues are **\$100.00** per year and are to be paid prior to the 5th tournament date.
- If a new member joins after the last scheduled tournament in a given season, said member will hold an honorary status until the next tournament season dues are to be paid.

Section 3: Requirement for membership

To become an organization member, a person shall:

- Voluntarily express an interest in membership.
- Be recommended by one member at a regular monthly meeting.
- Be approved by a 2/3 of membership present, by a vote.
- Must be at least 16 years of age and those 16-17 years of age must have a signed parental waiver.

- Full membership will then be awarded, and membership credentials presented.

Article X Meetings

Section 1: Regular Meetings

Regular meetings will be held the Monday preceding a tournament date.

Section 2: Called Meetings

When deemed necessary by the officers a special called meeting may be held provided the membership is properly notified at least one week in advance.

Section 3: Board meetings

The board will meet as often as deemed by the president.

Article XI - Method of Amending By-Laws

The By-Laws may be amended at any regularly scheduled club meeting by a 2/3 majority vote of the active club members. Voting can occur online and/or in-person. Notice of the proposed amendment must be presented in writing to all active club members at least 14 days prior to the regularly scheduled club meeting.

Article XII - Removal of Membership

Failure to pay dues within one month of due date- payable in advance at regular monthly meetings unless previous arrangements made with the treasurer.

Any reported action, which would reflect dishonor or disgrace on this organization, upon a review with members present and a 2/3 majority vote.

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Appendix A- Waiver

RELEASE OF LIABILITY -- READ BEFORE SIGNING

In consideration of being allowed to participate in any way in the Mexico Bassmasters, Inc. Bass Club, its related events and activities, I, _____ the undersigned, acknowledge, appreciate, and agree that:

1. The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death, and while particular skills, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
3. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the appropriate personnel immediately; and,
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS: Mexico Bassmasters, Inc, B.A.S.S. Nation and Its Member Clubs; B.A.S.S., LLC and B.A.S.S. Events, LLC, their officers, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used for the activity ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

x _____ Age: _____ Date Signed: _____
PARTICIPANT'S SIGNATURE

**FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE
(UNDER AGE 18 AT TIME OF REGISTRATION)**

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my child and our heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

x _____ Date Signed: _____
PARENT/GUARDIAN'S SIGNATURE (Print Name)