

By-laws of:  
**St. Charles Area Woodcarvers**

*Article I – Object of Club*

**Section 1:** The purpose for which the club is organized is as follows: To promote the appreciation and art of woodcarving and associated crafts through instruction, exhibitions and demonstrations.

**Section 2:** The club is not organized for pecuniary profit nor shall it have any power to issue certificates of stock or declare dividends, and no part of its net earnings shall inure to the benefit of any member, director, or individual. The balance, if any; of all money received by the club from its operations, after the payment in full of all debts and obligations of the club of whatsoever kind and nature, may only be used and distributed exclusively for charitable, scientific, and educational purposes.

*ARTICLE II – Membership*

**Section 1:** Any person who is interested in the object of this club (see Article 1) is eligible for membership.

**Section 2:** Any person 18 years or older may become an ACTIVE MEMBER with all club privileges upon payment of dues and signing the waiver of liability.

**Section 3:** Any person 10 to 18 years old may become an ASSOCIATE MEMBER with no voting or elective privileges upon payment of dues; provided said person has an ACTIVE MEMBER sponsor and a waiver of liability signed by parent or guardian and on file with the club.

**Section 3a:** Any person aged 10 to 15 years will require a sponsoring adult in attendance with them at all club functions as long as they are taking the appropriate safety measures.

**Section 3b:** Any person aged 16 to 18 years will not require an adult in attendance as long as they are taking the appropriate safety measures.

**Section 4:** CORPORATE MEMBERSHIPS shall be available to any businesses or corporations approved by the Board of Directors. CORPORATE MEMBERS shall have no voting or elective privileges; they shall receive any Newsletters.

## ***ARTICLE III – Meetings***

**Section 1:** The business meetings of the club shall be held on the first Wednesday of each month. The Board of Directors, or club members, by a majority vote of active members present, may reschedule meetings to accommodate holidays or other special events.

**Section 2:** The other regular meetings of the club, (known as Open Carving) shall be held on the second through 5th Wednesday of each month. The Board of Directors, or club members, by a majority vote of active members present, may reschedule meetings to accommodate holidays or other special events.

**Section 3:** The weekly meeting of the club at the St. Charles Senior Center shall be held on every Monday that the Center is open of each month.

**Section 4:** The Board of Directors, or club members, by a majority vote of active members present, may reschedule meetings to accommodate holidays or other special events.

**Section 5:** The annual voting meeting of this club for the election of officers shall be the first meeting of the month of November, or as determined by the Board of Directors.

**Section 6:** Special meetings of the club may be called as determined by the Board of Directors. Written or printed notice stating the place, day, time, and purpose or purposes of any special meeting shall be delivered not less than three days before the date of the meeting, either personally or by email, to all Active Members of the club.

## ***ARTICLE IV – Dues***

**Section 1:** Annual dues for Active membership shall be set by a majority vote of Active members present at the Business meeting in November for the following calendar year.

**Section 2:** Annual dues for Associate Members shall be one half (1/2) the amount for Active Membership.

**Section 3:** All membership fees shall be due and payable by January 15<sup>th</sup> of each year. Members who have not paid their annual dues by March 1<sup>st</sup> will be reminded once of such delinquency. If payment is not made by April 1<sup>st</sup> such member shall be dropped from the active rolls.

**Section 5:** New Memberships joining during the period of January through June inclusive will be charged the full amount membership fee; new memberships joining during the period July through December inclusive will be charged one half the regular annual dues for the type of membership applied for; such membership fees to apply for calendar year in which paid.

## ***ARTICLE V – Officers***

**Section 1:** This club shall have a President, a Vice President, a Secretary, and a Treasurer.

**Section 2:** The officers shall be elected by the active members at the annual voting meeting in November for a one year term.

**Section 3:** The club members may, at any meeting called for the purpose, by a vote of two thirds of the total active membership present, remove any officer from office.

**Section 4:** Any vacancy occurring among the officers shall be filled for the remainder of the term by appointment by the Board of Directors at any meeting held during the existence of such vacancy.

**Section 5:** The President shall be the chief executive officer of the Club, and subject to the direction and under the supervision of the Board of Directors. They shall have general charge of business affairs and property of the club, and control over it's officers, agents, and employees. The president shall preside at all the meetings of the membership and of the Board of Directors at which he/she is present. The president shall do and perform such other duties and may exercise such other powers as from time to time may be assigned to him/her by these by-laws or by the Board of Directors.

**Section 6:** The Vice President, at the request of the President or in the event of his/her absence or disability, shall perform all the duties of the President, and when so acting, shall have all the power of, and be subject to all the restrictions upon, the President. The Vice President shall perform such other duties and may exercise such other powers as from time to time may be assigned to him/her by these by-laws or by the Board of Directors, or the President.

**Section 7:** The Secretary. The secretary shall:

- (a) Record all of the proceedings of the meetings of the club and Directors in a book to be kept for that purpose;
- (b) Have charge of the membership ledger;
- (c) See that all notices are duly given in accordance with the provisions of these by-laws or as required by statute;
- (d) Be custodian of the records of the club and of the Board of Directors;
- (e) See that all books, reports, statements, certificates, and other documents and records required by law to be kept or filed, are properly kept or filed; and
- (f) In general, perform all duties and have all powers incident to the office of Secretary and perform such other duties and have such other powers as from time to time may be assigned to him/her by these by-laws, or by the Board of Directors, or the President.

**Section 8:** The Treasurer. The Treasurer shall:

- (a) Have responsibility over the funds, securities, receipts and disbursement of the club and collect all dues;
- (b) Cause all monies and other valuable effects of the club be deposited in its name and to its credit in such depository as shall be selected by the Board of Directors or pursuant to authority conferred by the Board of Directors;
- (c) Cause the funds of the club to be disbursed by check or drafts upon the authorized depositories of the club, when such have been duly authorized;
- (d) Cause to be taken and preserved proper vouchers for all money disbursed;
- (e) Cause to be kept correct books of account of all the club's business and transactions;
- (f) Render to the President or the Board of Directors, whenever requested, an account of the financial condition of the club and of his/her transactions as Treasurer;
- (g) Be empowered to require from the officers or agents of the club, reports or statements giving such information as he/she may desire with respect to any and all financial transactions of the club; and
- (h) In general, perform all duties and have all powers incident to the office of Treasurer and perform such other duties and have such other powers as from time to time may be assigned to him/her by these By-laws or by the Board of Directors or President.

***ARTICLE VI – Directors***

**Section 1:** The affairs of the club shall be conducted by a Board of Directors consisting of seven members in good standing, including the officers of the club and three directors elected at-large from the Active Membership.

**Section 2:** At the election of the Board of Directors, two club members shall be elected as Directors for terms of two years each. The election of the Directors serving 2 years shall not occur on the same year with one elected on an even numbered year and the other an odd numbered year. The third Director shall be elected for a term of one year.

**Section 3:** The directors shall hold office until their successors are respectively elected.

**Section 4:** The club members may, at any meeting called for the purpose, by vote of two-thirds (2/3) of the total active membership present, remove any director from office.

**Section 6:** Any vacancy occurring in the office of Directors shall be filled by election of the Active membership at any meeting held during the existence of such vacancy to finish out the unexpired term.

## ***ARTICLE VII – Meetings of the Board of Directors***

**Section 1:** Regular meetings of the Board of Directors will be held on the first Wednesday of each month or at such times and places as the Board shall determine. A ‘Regular’ meeting of the Board shall be held without call or formal notice.

**Section 2:** Special meetings of the Board of Directors may be held at any time or any place when called by the President or two or more Directors, 24-hour notice of the time and place being given to each Director. A waiver of such notice in writing, signed by the person or persons entitled to said notice either before or after the time stated therein, shall be deemed equivalent to such notice.

**Section 3:** Quorum. The presence at any meeting of a majority of the total number of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the Directors present at a meeting which a quorum is present shall be the act of the Board of Directors.

## ***Article VIII Committees***

- (a) Membership Committee. The duties of the Membership Committee shall be: To act as hosts and hostesses at all meetings and outings, to introduce members and guests to one another and to advise the membership of special personal events concerning the members.
- (b) Publicity Committee. The duties of the Publicity Committee shall be: To distribute the club’s news regularly to the appropriate media. To make all necessary arrangements for publicity and promotion of special activities.
- (c) Library committee. The duties of the Library Committee shall be: To have custody of such books or other items the club may own for circulation among its members, to keep accurate and up-to-date information and to advise members as to the rate and period of all available magazines devoted to woodcarving interests.
- (d) Historian Committee. The duties of the Historian Committee shall be: To maintain a continuing history of the activities of the club including all published articles concerning club-related activities of the membership.
- (e) Program Committee. The duties of the Program Committee shall be: To plan and arrange programs for presentation at the club’s monthly meetings.
- (f) Nominating Committee. The Nominating Committee shall be a Quorum of the Board of Directors. The duties shall be: To select the names of candidates, ascertained to be available and willing to serve, for election as officers and positions on the Board of Directors, as well as for election to fill vacancies that may occur.
- (g) Newsletter Committee. The duties of this Committee shall be: To publish and distribute to the membership, at least quarterly, a newsletter devoted to interests of the club
- (h) Website Committee (or Webmaster). The duties of this committee shall be to maintain the club website and keep it up to date.

## ***Article IX- Execution of Instruments***

**Section 1:** Execution of Instrument- Generally. All documents, instruments or writings of any nature shall be signed, executed, verified, acknowledged, and delivered by such officer or officers or such agent of the club and in such manner as the Board of Directors from time to time may determine.

**Section 2:** Checks, Drafts, etc. All notes, drafts, acceptances, checks, endorsements, and all evidences of indebtedness of the club whatsoever shall be signed by such officer or officers or such agent or agents of the club and in such a manner as the Board of Directors from time to time may determine. Endorsement for deposit to the credit of the club in any of its duly authorized depositories shall be made in such manner as the Board of Directors from time to time may determine.

## ***Article X – Amendments***

**Section 1:** These By-laws may be amended at any regular or special meeting of the club by a two-thirds majority vote of active members present, and after preliminary steps outlined in Section 2 of this article have been taken.

**Section 2:** No amendment shall be acted upon unless the proposed amendment has been read at a previous meeting, and copies have been provided to all members at least seven days prior to the meeting at which time the amendment is to be acted upon.

## ***Article XI***

*Robert’s Rules of Order, Revised, shall be prevailing authority for all questions of procedure arising at any meeting.*

## ***Article XI***

Dissolution Clause. If the club shall be dissolved for any reason, any remaining funds, after all debts are paid, shall be donated to a non-profit charity, chosen at that time, by the Board of Directors.

REVISED: 31 January 2022. RATIFIED: 3 March 2022  
REVISED: 16 November 2022. RATIFIED: 23 November 2022  
REVISED: November 2024. RATIFIED: November 2024

Glenn Miller  
Glenn Miller - President

Charles Sapp  
Charles Sapp - Director

Wyatt Sample  
Wyatt Sample-Vice President

Bob Ryan  
Bob Ryan- Director

Christina Smith  
Christina Smith- Secretary

Connie Hardman  
Connie Hardman - Director

Kathy Ryan  
Kathy Ryan-Treasurer

## Waiver and Release of Liability for St Charles Area Woodcarvers

I \_\_\_\_\_ (print first & last name) hereby

WAIVE AND RELEASE, INDEMNIFY, HOLD HARMLESS AND FOREVER DISCHARGE St Charles Area Woodcarvers (SCAWC) and its agents, employees, officers, directors, volunteers, members, affiliates, successors and assigns, of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, that I ever had or may have, arising from or in any way related to my participation in any of the events or activities conducted by, on the premises of, or for the benefit of, St Charles Area Woodcarvers.

I understand that woodcarving / woodworking is a dangerous activity and that there is risk of injury, including severe personal injury, even death, arising from these activities. On behalf of myself, my heirs, assigns, administrators, executors and next of kin, I waive all claims for damages, injuries and death sustained to me or my property, that I may have against the aforementioned released party to such activity, including claims in tort, contract, equity or otherwise.

I knowingly, voluntarily, and freely assume all such risks, I understand the nature of woodcarving / woodworking and furniture making activities, and that I am qualified, in good health, and in proper physical condition to participate in such activities.

I also agree that if at any time I believe conditions to be unsafe, I will immediately discontinue participation in the activity.

I agree to pay for all damages to any SCAWC supplies or tools, library items, facilities or any other property of SCAWC caused by any negligent, reckless, or willful actions or misuse by me. In no event shall SCAWC be liable for any indirect, incidental, special, exemplary, punitive or consequential damages.

By this waiver I assume any risk and take full responsibility and waive any claims of personal injury, death or damage to personal property associated with St Charles Area Woodcarvers including but not limited to using its equipment in any manner, form or fashion, and participating and / or engaging in any woodworking, carving, joinery, sanding, finishing, painting, events or related activities on or off the premises.

I have read, understand, and fully agree to the terms of this WAIVER AND RELEASE.

I understand and confirm by signing this WAIVER AND RELEASE I have given up considerable future legal rights.

My signature is proof of my intention to execute a complete and unconditional WAIVER AND RELEASE of all liability to the full extent of the law.

I am 18 years of age or older and mentally competent to enter into this WAIVER. I have signed this agreement freely and voluntarily, under no duress or threat.

Printed name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_



# MINOR PARTICIPANT AGREEMENT, WAIVER AND RELEASE FORM

In exchange for participation in the crafting activities and services provided by St Charles Area Woodcarvers, (“SCAWC”) including but not limited to painting, using tools, blades, open flames, nails, leather punches, or glue, woodworking, woodcarving and/or use of the property, facilities, and/or other products or services (the “Activities”), the individual named below (referred to as “I”, “myself” or “me”) agrees to the following terms and conditions set forth in this agreement (this “Agreement”).

1. **Agree to Follow Directions:** I agree to observe and obey all posted rules and warnings, and further agree to follow any instructions or directions, whether written or oral, given by SCAWC, its SCAWC officers, directors, volunteers or agents.

2. **Assumption of Risk, Waiver, and Release.** I am aware and understand these activities involve an element of risk and danger of accidents and i knowingly assume those risks. In consideration for being permitted by SCAWC to participate in the activities, i hereby waive, release, and discharge any and all claims, now known or hereinafter known in any jurisdiction, for damage for personal injury, death, emotional harm, property loss or damage or any pecuniary harm which i may have, or which may hereafter accrue to me, as a result of participation in said activities. This release is intended to discharge in advance the above SCAWC officers, directors, volunteers and agents from any and all liability arising directly or indirectly from my participation in said activities, whether or not caused by the acts or omissions, negligence or carelessness of myself, other participants, or on the part of the persons or entities mentioned above. This agreement is to be binding on my successors and assigns. I agree to indemnify and to hold harmless the above persons or entities from any loss, liability, damage, cost, or expense which they may incur as the result of my death or any injury or property damage that i may sustain while participating in said activities.

3. **Fees.** I agree to pay for all damages to any SCAWC supplies or tools, library items, facilities or any other property of SCAWC caused by any negligent, reckless, or willful actions or misuse by me. In no event shall SCAWC be liable for any indirect, incidental, special, exemplary, punitive or consequential damages.

4. **Disclaimer of Warranties.** All SCAWC activities are sold “as is” and SCAWC hereby forever disclaims any and all warranties with respect to any and all of the same, including any warranty implied by law, whether of merchantability, fitness for a particular purpose or otherwise, all of which are expressly disclaimed and excluded. Agree to indemnify and to hold harmless the above persons or entities from any loss, liability, damage, cost, or expense which they may incur as the result of my death or any injury or property damage that i may sustain while participating in said activities.

5. **Miscellaneous.** This Agreement constitutes the sole and entire agreement of SCAWC and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings with respect to such subject matter. If any term or provision of this Agreement is invalid, illegal, or unenforceable, such invalidity, illegality, or un-enforceability shall not affect any other term or provision of this Agreement. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Missouri without giving effect to any choice or conflict of law provision or rule.

**I AM THE PARENT / LEGAL GUARDIAN OF THE MINOR NAMED BELOW. I HAVE THE LEGAL RIGHT TO CONSENT TO AND, BY SIGNING BELOW, I HEREBY CONSENT TO THE TERMS AND CONDITIONS OF THIS RELEASE OF LIABILITY.**

**PARENTAL CONSENT:** (to be completed and signed by parent/guardian if participant is under 18 years of age.)

I hereby consent that \_\_\_\_\_ may participate in the above Activities, and I hereby execute the Agreement on his/her behalf. I state that said minor is physically able to participate in the stated Activities. I hereby agree to indemnify and hold the persons and entities mentioned above free and harmless from any loss, liability, damage, cost, or expense that they may incur as a result of the death or any injury or property damage that said minor may sustain while participating in said activities.

Printed Name Parent or Legal Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

Signature Parent/Legal Guardian: \_\_\_\_\_ Relationship: \_\_\_\_\_

Parent/Legal Guardian Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Minor Address: \_\_\_\_\_ Minor Phone: \_\_\_\_\_.

Minor Email: \_\_\_\_\_