

# BYLAWS OF THE 53<sup>rd</sup> PENNSYLVANIA VOLUNTEER INFANTRY, COMPANY C

APPROVED 2024

These bylaws are to be reviewed by the 3 Civil Officers at a maximum two-year interval for proposed revisions.

Purpose:

To promote fellowship among those interested in interpretive living history or the War of the Rebellion. To participate in interpretive living history programs, parades and historical functions.

## Section 1: MEMBERSHIP

1. Members must be, at least, 16 years of age. Parent(s) or legal guardian of minors less than 18 years of age must provide a signed “**LIABILITY WAIVER AND RELEASE FORM (MINOR CHILD)** “. Please find this waiver document at the end of this by-laws document as Appendix B. Parent(s) or guardian will provide transportation to and from events.
2. New members must be instructed in safety issues by members of the organization prior to participation in field activities involving use of weapons. Prior to their first event participation when ammunition is expended, new members must demonstrate the proper care and handling of the rifle-musket and demonstrate the drill “Load in Nine Times” to a non-commissioned officer.
3. New members must be advised of their equipment, financial and participatory obligations and be familiar with the bylaws of the organization. New members shall have a complete understanding of these bylaws, the unit organization and selective purchase of clothing and equipment within the first three months of their enlistment.
4. Members are discouraged from belonging to other Civil War infantry re-enactment or living history organizations. However, exceptions will be considered on a case-by-case basis. These exceptions shall be made by a majority vote of the civil officers.
5. A new probationary member must serve a probationary period of, at least, six months. New probationary members should be diligent on attending as many events as possible during their probationary period as a way of showing their commitment to the unit and the hobby in order to be given consideration for full membership status. During this time, new members should complete the purchase of a regulation Federal Infantryman’s uniform and Accouterments.
6. Probationary or suspended members do not have voting privileges in unit elections.

## Section II: DUES

1. All full, probationary, or suspended members are required to pay annual dues of \$40 by December 31<sup>st</sup> for the upcoming year. \$30 of the dues will go towards the 53<sup>rd</sup> PVI. \$10 of the dues is for individual liability insurance through the carrier chosen by the National Regiment (NR).
2. Dues will be prorated for probationary members at the rate of \$2.50 per month.
3. If there is a financial burden for any member, they should be encouraged to bring it to the President’s attention. Payment extensions and eligibility to participate in 53<sup>rd</sup> PVI activities will be considered by the Civil Officers on a case-by-case basis. Upon full payment of dues,

the member will return to full active status without serving a probationary term.

4. Members not paying dues in full for the calendar year in which they are due, shall be notified by a civil officer by December 1st of their impending dismissal. If no response is received, they will be removed from the active membership roster as of January 1st. At which point they must reapply for membership. Serving a probationary period or reinstatement to full active status will be considered on a case-by-case basis.

### Section III: PARTICIPATION

1. The participation of each member shall be documented and maintained by the President.
2. Weighted voting (no minimum)

### Section IV: SUSPENSION AND EXPULSION

1. A member may be suspended or expelled for any willful misconduct or malicious action. Any member can bring charges of suspension or expulsion before any field or civil officer. A majority vote of the voting members is required to invoke suspension or expulsion that will take effect immediately after the vote. Suspended members may be reinstated through a majority vote of the members of the regiment. The person in question will have to give the regiment reasonable assurance that steps have been taken to prevent a reoccurrence of the event(s) which initiated the suspension. Expelled members will be prohibited from the organization in the future.
2. A suspended member may not vote, initiate an action, motion or nomination; or participate in any activity with the organization.
3. A member forfeits his monies, assessments and dues upon his resignation, suspension or expulsion.

### Section V: ELECTED AND APPOINTED OFFICERS

1. The field officers will be a Captain and/or Lieutenant. Field officers will serve a probationary period of one full campaign season and must fulfill uniform requirements for the appropriate rank. At the end of the season, the membership will vote at the annual business meeting to continue under the officer's command. Field officers shall not be voted on annually but shall hold the position for a period of three (3) years. Two Sergeants and two Corporals will be elected by the membership and serve a term of two years. The unit can add an additional NCO based on current needs.
2. The civil officers will be President, Vice-President and Secretary-Treasurer. Civil officers shall be elected to a two-year term that shall be January 1 thru December 31. Field officers will not be eligible to hold a civil officer position.
3. All nominations for the elected office shall be submitted by October 15th for publication in the unit's November newsletter ("*The Sentinel*"). Nominations must be accepted or declined in writing/email by October 31st. An election committee will be formed at the business meeting of three members who are not on any ballot. Ballots will be submitted to a committee member in writing or email. No phone or verbal votes will be counted. Ballots will be opened and counted by all three members and the results will be given at the annual holiday party.

4. A special election may be held whenever a vacancy occurs in these offices. Civil and Field offices will be voted on by a majority vote of the members. The ranking field officer shall determine if an election is required to fill a field officer (commissioned or non-commissioned) position.
5. A person must be a member in good standing of this organization for the period of one year (after probationary period) in order to be nominated for any office.
6. No money, of the regiment, shall be spent without the prior approval of the President, Vice President, and Treasurer.
7. When voting for Captain, Lieutenant, Non-Commissioned officers and civil officers, members will have the following votes based on the number of event days attended during the prior calendar year:
  - a. Paying Dues = 1 vote
  - b. Every 3 events = 1 additional vote (weighted voting)
8. Voting Procedure
  - a. Captain, Lieutenant, President, Vice-President and Treasurer positions shall be nominated separately and each position elected by a plurality vote.
  - b. Sergeants will be nominated and voted on separately from Corporals. Each member will vote for one person for the Sergeant's position. The person receiving the most votes will be 1st Sgt. The person receiving the 2nd highest number of votes will be the 2nd Sgt.
  - c. 2 Corporals will be elected in a similar fashion as Sergeants.
9. At a field event where an elected non-commissioned officer is not present, the commissioned officer(s) present will appoint one or more non-commissioned officers as he deems necessary for that event. If a commissioned officer is not present, the member present with the most non-commissioned officer experience shall be acting non-commissioned officer and may appoint other non-commissioned officers as he thinks necessary. If no members are present with non-commissioned officer experience, the person with the most membership seniority shall appoint a non-commissioned officer for the event.

## Section VI: MEETINGS

1. The President will call meetings whenever he feels it is necessary for the operation of the organization. The date of the annual business meeting will be advertised in the newsletter, at least, two months ahead of the date. The decisions and results of all votes at these meetings shall be final.
2. The President will chair and conduct all meetings. If the President is unable to attend, the next ranking civil officer shall conduct the meeting.
3. Any eligible voting member may request a secret ballot for any vote.
4. Voting by proxy ballots will be accepted. This proxy must be in writing and signed by the voting member and given to the person chairing the meeting prior to any voting. Whenever possible, the agenda of the meeting shall be printed in the newsletter so those who are unable to

attend can send their proxy.

5. Any revision to the bylaws must be submitted to the President in writing and will be published to the membership, at least, three (3) months prior to the meeting at which the revision will be considered.

#### Section VII: GENERAL RULES

1. If, at any time, the organization shall decide to dissolve or divide for any reason, then all property and monies shall belong to the organization. The property and monies will then be distributed to a living history or preservation organization.
2. The portrayal of a seasoned Federal Infantry Regiment in the most accurate and authentic portrayal possible being the ultimate goal of this organization, the camp, personal appearance (including refraining from the use of modern eyeglasses and wrist watches) and period etiquette will be foremost while in uniform. Abrasive language and actions while in the presence of the general public, or ladies and guests in period portrayal, will not be tolerated.
3. No modern equipment or materials will be permitted in camp or the surrounding area. All foodstuffs shall be of the fresh, smoked, dried, salted or canned variety typical to the period 1861-1865. All food, alcohol and liquids must be kept in appropriate period containers. No ice chests, coolers, flashlights or other modern conveniences will be allowed in camp. Anyone not complying with these rules will be subject to disciplinary action. For any additional questions or concerns refer to the current authenticity guidelines.
4. The civil officers will handle any item not specifically covered under these bylaws.
5. Any field regulations not specifically outlined in these bylaws will be governed by revised U.S. Army Regulations of 1861 and Casey's Infantry Tactics (1862).
6. Registration fees – members shall pay their own event registration fees.

## APPENDIX A

Required clothing and equipment for participation in the 53rd PA Infantry, Company C:

Forage Cap – of accepted US 1861 pattern  
Four Button Sack Coat – of accepted US 1861 issue pattern  
Sky blue trousers – of accepted US 1862 issue pattern  
Shirt – of period civilian purchase or US issue pattern  
Wool socks  
Bootees - of accepted US 1861 issue pattern  
Waistbelt/plate - of accepted US 1855/1861 pattern  
Cartridge box with shoulder sling and breast plate - of accepted US 1855 pattern  
Cap pouch - of accepted 1861 pattern  
Springfield bayonet scabbard and frog - of accepted US 1861 or 1863 pattern  
Tanned haversack - of accepted US 1861 pattern  
Canteen (ovoid) – of accepted 1861 pattern  
Wool blanket – of accepted US 1855 or 1861 pattern  
Gum blanket – of accepted US 1861 pattern  
Tin Cup – of accepted Civil War-period purchase or issue patterns  
Tin plate, knife and fork of accepted Civil War-period purchase of issue patterns  
Model 1861 Springfield Rifled Musket  
Model 1861 Springfield rifle-musket Bayonet – of accepted 1861 pattern

Refer to “Authenticity Impressions” (Authenticity Guidelines)

Appendix B:

**53<sup>RD</sup> PENNSYLVANIA VOLUNTEER INFANTRY, Co. C**  
**LIABILITY WAIVER AND RELEASE FORM (MINOR CHILD)**

**THIS IS A RELEASE OF LEGAL RIGHTS - READ AND UNDERSTAND BEFORE SIGNING**

I(We) hereby certify that I(we) am the adult parent(s) or guardian(s) of \_\_\_\_\_, a minor child under the age of eighteen years, and I(we) consent to his/her participation in activities as part of the 53<sup>rd</sup> Pennsylvania Volunteer Infantry, Co. C., a civil war reenactment and living history organization (53<sup>rd</sup> PA). The events and activities may include camping and marching in rough terrain, campfires, black powder weapons, edged weapons, and exposure to severe weather, and others.

I(we) understand and acknowledge that I(we) am fully aware of and assume the risks (including but not limited to the risk of serious bodily injury, property loss or damage) of said minor child's participation in any activities associated with events, meetings, or travel related to. I(we) recognize my responsibility to ensure that said minor child participates only in those activities for which he/she has the required skills, discipline, qualifications, training and physical conditioning. I(we) understand that 53<sup>rd</sup> PA shall have no responsibility to pay for medical treatment and related costs if said minor child is injured. I(we) further understand and agree that 53<sup>rd</sup> PA supplies limited equipment "as is", and that 53<sup>rd</sup> PA disclaims all warranties, express or implied, including warranties of fitness for a particular purpose. I(we), the parents/guardians, assert that I(we) have explained to my child/ward: the risks of the activity, his/her responsibilities for adhering to the rules and regulations, and that my child/ward understands this agreement.

I myself, my spouse, my child, and on behalf of my/our heirs, assigns, personal representatives and next of kin, **HEREBY RELEASE AND HOLD HARMLESS** the 53<sup>rd</sup> Pennsylvania Volunteer Infantry, Co C.; its directors, officers, officials, agents, volunteers, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event ("Releasees"), **WITH RESPECT TO ANY AND ALL INJURY, ILLNESS, DISABILITY, DEATH,** or loss or damage to person or property incident to my child's involvement or participation in these programs, whether arising from the negligence of the Releasees or otherwise, to the fullest extent permitted by law.

I, for myself, my spouse, my child, and on behalf of my/our heirs, assigns, personal representatives and next of kin, **HEREBY INDEMNIFY AND HOLD HARMLESS** all the above Releasees from any and all liabilities incident to my involvement or participation in these programs, even if arising from their negligence to the fullest extent permitted by law.

I(we) am at least eighteen years of age and have carefully read and freely signed this **Liability Waiver and Release Form (Minor Child)**. I(we) understand and agree that no oral or written representations can or will alter the contents of this document. I agree that this agreement shall be governed by the laws of the State of Pennsylvania. This release shall be in effect and enforced from the date of one signature below until written notification is received from the parents/guardians cancelling this release by the President of the 53<sup>rd</sup> Pennsylvania Volunteer Infantry, Co C.

Print Name: \_\_\_\_\_ Relationship to the Minor: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Relationship to the Minor: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

**LIABILITY WAIVER AND RELEASE FORM (MINOR CHILD)**

**Event:** \_\_\_\_\_ **Start Date:** \_\_\_\_\_ **End Date:** \_\_\_\_\_

**CHAPERONE CONSENT**

In our absence; I(We) hereby authorize and appoint \_\_\_\_\_,  
(Chaperone’s name – please print) an adult in whose care the minor child has been entrusted as my agent to act for me with respect to my minor child and in my name in any way I could act in person to make any and all decisions for me with respect to my minor child, concerning my minor child’s supervision during all activities, personal care, medical treatment, hospitalization, and health care and to require, withhold or withdraw any type of medical treatment or procedure, including X-ray examination, anesthetic, medical or surgical diagnosis or treatment which may be rendered to my minor child under the general or special supervision and on the advice of any physician or surgeon licensed to practice in the state in which treatment is sought.

**IMPORTANT:** If only one parent or guardian executes this Release on behalf of a minor who is under 18 years of age, then the undersigned parent or guardian of the minor hereby covenants, warrants, represents and agrees that he or she is executing this Release on behalf of, and as an agent for, any other individual who may be a parent or guardian of the minor, and that by executing this Release, the undersigned is binding himself/herself, the minor, and any other parent or guardian of the minor, and all of their heirs, executors, personal representatives, assigns and estates to this Release.

Parent/Guardian Printed Name/Signature: \_\_\_\_\_

Emergency Contact phone number: \_\_\_\_\_

2nd Parent/Guardian: Printed Name/Signature \_\_\_\_\_

Emergency Contact phone number: \_\_\_\_\_

**CHAPERONE’S ACKNOWLEDGEMENT OF RESPONSIBILITY TO SUPERVISE AND CARE FOR THE MINOR CHILD**

As the appointed chaperone, I, \_\_\_\_\_ (Print Chaperone’s name) accept the responsibility that has been assigned to me above by the Minor Child’s parent(s)/legal guardian(s) to supervise and care for \_\_\_\_\_, a minor child.

Chaperone Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**MINOR’S UNDERSTANDING OF RISK**

I understand the seriousness of the risks involved in participating in this program, my personal responsibilities for adhering to rules and regulations, and accept them as a participant.

Print Name of Minor: \_\_\_\_\_

Signature of Child/Ward: \_\_\_\_\_

Date Signed: \_\_\_\_\_