

Oxford Flying Club

Annual Picnic Meeting Minutes

Aug 6, 2016 at 4:00 p.m.

Meeting called to order at 4:12 p.m.

Attendance: Bruce B, Gavin E, Burt S, Tom R, Jim T, Wayne T, Ed H, Ed C, Bruce P, Matt B, Jeff Parker, Bob H, Mike F, Bruce R, Rich W, Mahesh R.

The purpose of the meeting was:

1. To discuss the indemnification issues facing the members, instructors and the Club.

1. Indemnification

The club has been discussing the issue of Member Instructors that need to be indemnified or held harmless by the other member or their estate in the event on a severe or fatal incident. Ed Hill pursued the investigation as to what is and what is legally acceptable to introduce the proper waiver for members, current and new to sign to fly with each other.

Members do have a choice of refusing to sign the waiver, but those who do not will be unable to fly with those who require the waiver.

Ed H worked with another Aviation Attorney, James McLaughlin to advise on the process for change. The draft documents presented by Ed H are attached as Attachment A.

Ed Hill raised the issue that the Certificate of Incorporation of the Club should be amended to assure that members who are willing to volunteer for various positions of leadership in the club are protected from various lawsuits. He has proposed the draft Amendment to the Certificate of Incorporation of Oxford Flying Club which is attached. He has also proposed the draft Member Release and Waiver which is attached in return for the Acceptance and Termination of the Indemnity that each current member signed when he or she signed the Membership Application which is currently part of their membership file. Also attached is a draft new Membership Application which makes this Member Release and Waiver part of the terms of membership for new members.

Please review these three documents and be prepared to discuss and vote on the changes included in them at our next membership meeting in September

Members should know that in order to seek damages members need to sue each other for the existing insurance to cover the party at fault. However, the coverage is limited to the limits of the insurance policy, which is currently \$2mm.

Matt B and Ed C asked if we can get a comparative matrix of “what is” and “what will be” after the change. Burt S, President, said he would provide a comparative analysis which will be presented at the September Meeting.

Mahesh R, asked if there was Officers and Directors Policy in place for the club. Burt S., responded that there is a O&D Policy in place.

Meeting concluded at 4:30 p.m.

Sincerely,

Mahesh Reddy
Secretary

Attachments:

- A1 OFC Amend the Certificate of Incorporation - DRAFT
- A2 OFC Member Application - DRAFT
- A3 OFC Release and Waiver - DRAFT

Amend the Certificate of Incorporation of Oxford Flying Club, Inc. by adding the following paragraphs:

6. The personal liability of any director to the corporation or its members for monetary damages for breach of duty as a director is limited to the amount of compensation received by such director for serving the corporation during the year of the alleged violation if such breach did not (A) involve a knowing and culpable violation of law by the director, (B) enable the director or an associate, as defined in Section 33-840 of the Connecticut General Statutes, as amended, to receive an improper personal economic gain, (C) show a lack of good faith and a conscious disregard for the duty of the director to the corporation under circumstances in which such director was aware that his conduct or omission created an unjustifiable risk of serious injury to the corporation, or (D) constitute a sustained and unexcused pattern of inattention that amounted to an abdication of the director's duty to the corporation. As used in this Paragraph, the term "directors" includes former directors.
- 7 Indemnification of Directors and Officers.
 - (a) The corporation shall, to the fullest extent permitted by the Nonstock Corporation Act of the State of Connecticut, as amended from time to time, indemnify its directors and officers for liability (including any obligation to pay a judgment, settlement, penalty, fine, or excise tax, or reasonable expenses incurred with respect to any proceeding) to any person for any action taken or for any failure to take any action, as a director or officer, except liability that (A) involved a knowing and culpable violation of law by such director or officer, (B) enabled the director or officer or an associate, as defined in Section 33-840 of the Connecticut General Statutes, as amended, to receive an improper personal gain, (C) showed a lack of good faith and a conscious disregard for the duty of such director or officer to the corporation under circumstances in which such director or officer was aware that his conduct or omission created an unjustifiable risk of serious injury to the corporation, or (D) constituted a sustained and unexcused pattern of inattention that amounted to an abdication of the director's duty to the corporation.
 - (b) Expenses incurred by a director or officer in defending a proceeding shall be paid by the corporation in advance of the final disposition of such proceeding upon receipt of (1) a written affirmation of the good faith belief of the director or officer that the relevant standard of conduct has been met by such director or officer or that the proceeding involves conduct for which liability is limited under Subsection 33-1026(b)(4) of the Nonstock Corporation Act of the State of Connecticut, as amended from time to time and (2) an undertaking by or on behalf of such director or officer to repay such amount if it shall be ultimately determined that such director or officer is not entitled to be indemnified by the corporation by the Nonstock Corporation Act of the State of Connecticut, as amended from time to time, or such director or officer has not met the relevant standard of conduct.
 - (c) For the purposes of this Paragraph: "proceeding" shall include any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative, arbitative, or investigative and whether formal or informal, "directors" shall include former directors and "officers" shall include former officers.

Oxford Flying Club Membership Application Form



Membership Type Requested: ☐ Regular ☐ Associate

Date of Application:

Applicant Information			
Last Name		First	Middle
Street Address		Apt or Unit #	
City		State	ZIP
Phone (h) (cell)		E-mail Address:	Age:
Drivers Lic # & State issued	Married <input type="checkbox"/> Single <input type="checkbox"/> Other <input type="checkbox"/>	Spouse's Name:	
Date of Birth:	Place of Birth:	Employer:	
Employer Address:			
Have you ever been a member of ANY flying club?	If yes, where?	Date(s)	
Are you a citizen of the United States? YES <input type="checkbox"/> NO <input type="checkbox"/>			
Are you a previous member of OFC? YES <input type="checkbox"/> NO <input type="checkbox"/> If so, when?			
Have you ever been convicted for DUI or a felony of any type? YES <input type="checkbox"/> NO <input type="checkbox"/> If yes, explain			

TSA requires that you must present two forms of positive ID to the OFC Interview committee, please see [page 3](#)

Pilot Information			
Pilot Certificate Number:		Type: <input type="checkbox"/> Student <input type="checkbox"/> Private <input type="checkbox"/> Commercial <input type="checkbox"/> ATP	
Rating (check all that apply) <input type="checkbox"/> ASEL <input type="checkbox"/> Sea <input type="checkbox"/> Instrument <input type="checkbox"/> Multi-Land <input type="checkbox"/> Multi-Sea <input type="checkbox"/> Other: _____			
<i>Instructor Only</i>	Cert #: <input type="checkbox"/> CFI <input type="checkbox"/> CFII <input type="checkbox"/> MEI	<input type="checkbox"/> Helicopter <input type="checkbox"/> Glider <input type="checkbox"/> Other: _____	
Flight Hours	Total:	Last 12 Months:	Last 90 Days: Last 30 days:
Date of Last FAA Flight Review:		Date of last Medical Exam:	Class: 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/>
List any Medical or Flight Restrictions:			
Has your Medical ever been denied or revoked? YES <input type="checkbox"/> NO <input type="checkbox"/> If yes, explain			
Have you ever been involved in an aviation related accident? YES <input type="checkbox"/> NO <input type="checkbox"/> If yes, explain			
Has your Pilot Certificate ever been suspended or revoked? YES <input type="checkbox"/> NO <input type="checkbox"/> If yes, explain			
Have you ever been cited for violating any FAR? YES <input type="checkbox"/> NO <input type="checkbox"/> If yes, explain			
<i>You may attach additional pages for your explanations</i>			
Emergency Contact Information			
Contact Name:		Relationship:	Phone (h) and (m)
Address:			Employer:

Oxford Flying Club
Membership Application Form



Applicant Certification

I, _____, certify that I have read and do understand the Bylaws of the Oxford Flying Club, Inc. (the "Club") and agree that as a member I will abide by them.

(Applicant Initials) _____

I agree to pay a non-refundable initiation fee at the time my application for membership is accepted:

- | | |
|---|----------|
| 1. For first time Regular or Associate Member applicants: | \$500.00 |
| 2. For re-applicants | None |

I understand that all invoices from the Club are due upon receipt and that I agree that I will pay interest charges of 1.5% per month on all overdue invoices. I will be personally responsible for the payment of all dues and flight charges I incur as a member of the Club and any legal fees incurred by the Oxford Flying Club in the collection of monies I owe the Club.

(Applicant Initials) _____

Waiver

I (the undersigned) waive as to the Oxford Flying Club, Inc. (the "Club") and its members, officers and/or directors, the amount of Excess Damages (as defined herein) for personal injury or death and for property damage or loss that I or my estate may suffer, on account of, or arising from, the negligent acts or omissions of, or attributable to, the Oxford Flying Club, Inc. (the "Club") and/or its members, officers and/or directors.

As used herein, "Excess Damages" means the total amount of damages that I and/or my estate may have that is in excess of the limits of liability that are applicable in the relevant circumstances under the liability policy that is maintained by the Club (the "Club Policy").

This waiver does not apply in the case of acts or omissions that constitute gross negligence or willful misconduct. This waiver shall be inapplicable to any claims or causes of action by: (i) any of the following who are not insured under the Club Policy: the Oxford Flying Club, Inc. (the "Club") or any of its members, officers and/or directors or (ii) any member of the Club who is not bound by a waiver on the same terms and conditions as are contained in this waiver.

This waiver shall be binding on me and on my heirs, executors, beneficiaries, and administrators.

(Applicant Initials) _____

I affirm that the information I have supplied in this application is true and accurate to the best of my knowledge and I grant the Oxford Flying Club permission to verify any of the same.

Signature of Applicant

Date

Oxford Flying Club
Membership Application Form



OFC Membership Committee Use Only

Interviewed by:

Signature: _____ Date: ____/____/____ Recommend: Yes / No

(Print member name) _____

Signature: _____ Date: ____/____/____ Recommend: Yes / No

(Print member name) _____

ID Verification: ID Type used: _____ ID# _____ State Issued: _____

ID Type used: _____ ID# _____ State Issued: _____

Membership Vote Yeas: _____ Nays: _____ Date: ____/____/____ Accepted: **Yes / No**

OFC Membership Committee Signature: _____

DRAFT

Oxford Flying Club
Membership Application Form



For your interview, please present a US Passport (expired or unexpired).

If you do not have a US Passport, please provide one from each list to the OFC Interviewer

LIST A

**Documents that Establish Both Identity
and Eligibility**

1. Social Security card (actual)
2. Birth Certificate (notarized)
3. Certificate of U.S. Citizenship (INS Form N-550 or N-561)
4. Certificate of Naturalization (INS Form N-550 or N-570)
5. Unexpired foreign passport, with I-551 stamp or attached INS Form I-94 indicating unexpired employment authorization.
6. Permanent Resident Card or Alien Registration Receipt Card with photograph (INS Form I-151 or I551)

LIST B

Documents that Establish Identity

1. Photo ID issued by a state or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color and address. (For example, a current driver's license.)
2. ID card issued by federal, state or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, gender, height, eye color and address.

**For persons under age 18 who are unable
to present a document listed above:**

3. School record or report card (preferred)
4. Clinic, doctor or hospital record

**Oxford Flying Club
Member Waiver**

I (the undersigned) waive as to the Oxford Flying Club, Inc. (the "Club") and its members, officers and/or directors, the amount of Excess Damages (as defined herein) for personal injury or death and for property damage or loss that I or my estate may suffer, on account of, or arising from, the negligent acts or omissions of, or attributable to, the Oxford Flying Club, Inc. (the "Club") and/or its members, officers and/or directors.

As used herein, "Excess Damages" means the total amount of damages that I and/or my estate may have that is in excess of the limits of liability that are applicable in the relevant circumstances under the liability policy that is maintained by the Club (the "Club Policy").

This waiver does not apply in the case of acts or omissions that constitute gross negligence or willful misconduct. This waiver shall be inapplicable to any claims or causes of action by: (i) any of the following who are not insured under the Club Policy: the Oxford Flying Club, Inc. (the "Club") or any of its members, officers and/or directors or (ii) any member of the Club who is not bound by a waiver on the same terms and conditions as are contained in this waiver.

This waiver shall be binding on me and on my heirs, executors, beneficiaries, and administrators.

Date: _____

Member:

Witnessed by:

Type or print name: _____

Type or print name: _____

Acceptance and Termination of Indemnity

Oxford Flying Club, Inc. accepts the foregoing Member Waiver and, in part consideration for it, agrees the indemnity and hold harmless undertaking contained in the Club's Membership Application Form which reads: "I agree to indemnify and hold the Officers and Directors of the Oxford Flying Club harmless from any and all claims of any nature or any expense arising out of my use of Club aircraft" is hereby released and terminated.

Date: _____

Burton Stevens, President of
Oxford Flying Club, Inc.