

Bonneville Austin Healey Club Meeting Minutes

General Club Meeting May 17, 2022

Location: Siragusa's 4115 S Redwood Rd, Taylorsville, UT 84123

Present:

Henry Morrison, President

Glen Schimmelpfennig, Vice President

Tom Leavitt, Secretary

Dil Strasser, Activities

Pete Davies, Member

Don Hughes, Member

Jim Revel, Member

Dinner at 6:30 PM

Meeting called to order at 7:00 PM

Time Speed and Distance (TSD) Rallye

- Motion to approve use of the Bonneville Austin Healey Club Funds up to \$300 for race related costs. Motion was seconded and unanimously approved
- Date July 9, 9 AM with finish around Noon. Plan to stay for lunch
- Start: Sunset Coffee, 7978 S 1300 E, Sandy, UT 84094 Finish is Billy Blanco's
- Volunteers are needed (at least 4)
 - Start and Finish (can be same person)
 - Check points (3)
- Entrants will be limited to 30 and is not restricted to Bonneville Club Members
- Entrance fee is \$15, must pre-register
- Lots of AWARDS and dash plaques!
 - Vintage: First, Second and Third place
 - Modern: First, Second and Third place
 - Team trophy for the best three finishers of a given Marque
 - Dash plaques
- Participants must sign the waiver in advance of the race (waiver attached)
- Glen Schimmelpfennig and Henry Morrison will be setting the course
 - 2 volunteers needed to run the course in advance of race day to double check instructions, contact Henry if you are interested
- Rules are intentionally challenging so join us at the June meeting to discuss the rules
- Most importantly is to have fun, even if you navigator may lead you astray or need a stop along the way

British Field Day

- Dil Strasser and Jim Thornton will go down and reserve the Austin Healey space the night before
- Let Dil Strasser know if you will be coming: thestrassers@hotmail.com
- Use this as an opportunity to recruit new members, applications will be available on the day and each member is encouraged to get them done on the spot

Activities Report

- Several of the past events were discussed and Dil will be working with Henry and others to organize more fun events over the coming months

Upcoming Events

- **June 14** Member Meeting Location TBD

- **June 18:** British Field Day at Liberty Park (BMCU) **Darin Graber has asked for volunteers to help out on the Friday before the BMCU Field Day**
- **June 25:** Rally to Walkinshaw's in Springville
- **July 9:** BAHC-WMJR Road Rallye For more information about Road Rallye's see the following links: https://mgcc.org/wp-content/uploads/2016/08/Rallye_Primer_2016.pdf and <https://mgcc.org/wp-content/uploads/2016/08/2015-Rallye-Generals.pdf>
- **July 16:** Mirror Lake Run (BMCU)
- **August 13:** Trapper's Loop (BMCU)
- **August 20:** BBQ at Jon Hanson's house. Details to follow.
- **September 18-23** 70th Anniversary Enclave: Pocono Mountains, PA
- **September 24:** Alpine Loop/BBQ (BMCU)
- **October 8:** Nebo Fall Color Tour (BMCU)

For updated events, see <http://bonnevillehealeyclub.org/upcoming-events/>

Meeting adjourned 7:30 PM

Next meeting June 14th Location TBD

Release and Waiver of Liability

Assumption of Risk and Indemnity Agreement

Event Name/Location:

Event Date(s):

IN CONSIDERATION of being permitted to compete, officiate, observe, work for, or participate in any way in the EVENT(S) or being permitted to enter for any purpose any RESTRICTED AREA (defined as any area requiring special authorization, credentials or permission to enter or any area to which admission by the general public is restricted or prohibited including but not limited to the competition area and any hot pit area), EACH OF THE UNDERSIGNED, for himself/herself, his/her personal representatives, heirs, and next of kin:

1. Acknowledges, agrees, and represents that he/she has or will immediately upon entering any such RESTRICTED AREAS, and will continuously thereafter, inspect the RESTRICTED AREAS which he/she enters and he/she further agrees and warrants that, if at any time, he/she is in or about RESTRICTED AREAS and he/she believes anything to be unsafe or unsatisfactory in any way, he/she will immediately advise the officials of such and will leave the RESTRICTED AREAS and/or refuse to participate further in the EVENT(S). I acknowledge that I may not have the opportunity to inspect any RESTRICTED AREA prior to the event.
2. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the promoters, participants, racing associations, sanctioning or administrative organizations or any affiliated entities thereof, track operators, track owners, officials, vehicle owners, drivers, builders and designers, crews, rescue personnel, any persons in any RESTRICTED AREA, promoters, sponsors, equipment and parts manufacturers and suppliers, advertisers, owners and lessees of premises used to conduct the EVENT(S), premises and event inspectors, surveyors, underwriters/brokers, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or EVENT(S) and for each of them, their directors, officers, agents, and employees, all for the purposes herein referred to as "RELEASEES", FROM ALL LIABILITY TO THE UNDERSIGNED, his/her personal representatives, assigns, heirs, and next of kin, FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFORE ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE EVENT(S), WHETHER CAUSED BY NEGLIGENCE OF ANY RELEASEE(S) OR OTHERWISE.
3. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the RELEASEES and each of them FROM ANY LOSS, LIABILITY, DAMAGE, FEES OR COSTS they may incur arising out of or related IN ANY MANNER TO MY ATTENDANCE AT OR PARTICIPATION IN THE EVENT(S), AND WHETHER CAUSED BY THE NEGLIGENCE OF ANY RELEASEE(S) OR OTHERWISE.
4. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the EVENT(S) whether caused by the NEGLIGENCE OF ANY RELEASEE(S) OR OTHERWISE.
5. HEREBY acknowledges that THE ACTIVITIES OF THE EVENT(S) ARE DANGEROUS and involve the risk of serious injury and/or death and/or property damage. Each of THE UNDERSIGNED also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.
6. HEREBY agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the RELEASEES, INCLUDING NEGLIGENT RESCUE OPERATIONS and is intended to be as broad and inclusive as is permitted by the laws of the Province or State in which the EVENT(S) is/are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Print Name	Sign Name Here	Print Name	Sign Name Here
_____	I HAVE READ THIS RELEASE	_____	I HAVE READ THIS RELEASE
_____	I HAVE READ THIS RELEASE	_____	I HAVE READ THIS RELEASE
_____	I HAVE READ THIS RELEASE	_____	I HAVE READ THIS RELEASE
_____	I HAVE READ THIS RELEASE	_____	I HAVE READ THIS RELEASE
_____	I HAVE READ THIS RELEASE	_____	I HAVE READ THIS RELEASE
_____	I HAVE READ THIS RELEASE	_____	I HAVE READ THIS RELEASE
_____	I HAVE READ THIS RELEASE	_____	I HAVE READ THIS RELEASE
_____	I HAVE READ THIS RELEASE	_____	I HAVE READ THIS RELEASE

COMMUNICABLE DISEASE EXPOSURE AND INFECTION ASSUMPTION OF RISK, HOLD HARMLESS, RELEASE, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

FILL IN TRACK/FACILITY NAME ABOVE

As lawful consideration for my being granted access to this facility or event ("**Facility**"), and being permitted to participate in its activities, including but not limited to being allowed to drive, compete, crew, officiate, spectate, observe, work, volunteer, participate in any way or otherwise be granted entrance to **Facility** for any reason ("**Activities**"), and by signing below, I acknowledge that I have read, understand, and agree to the following, on my own behalf, on behalf of any minor accompanying me, and on behalf of my personal representatives, heirs and next of kin, agents and principals:

1. The novel coronavirus, COVID-19, also known as "severe acute respiratory syndrome coronavirus 2 ("**SARS-CoV2**") has been declared a worldwide pandemic by governments and public health agencies. **SARS-CoV-2, COVID19 and/or any mutation or variation thereof (hereinafter "COVID-19") is extremely contagious. COVID-19** and other communicable, contagious and/or infectious diseases, and (collectively, "**Disease**") can be spread by exposure to people or otherwise.
2. At any location, including **Facility**, the risk exists that **Disease** can be spread to those present at the location. Additionally, there is a risk that someone infected with **Disease** could spread it to others who were not present at **Facility**.
3. The health impacts of **Disease** including without limitation COVID-19 are not fully known although at present certain people are considered to be at higher risk from COVID-19 based on age, underlying health conditions and other factors known and unknown.
4. The unavoidable risk exists that I will become exposed to and/or infected with **Disease**, and could suffer resulting and/or related death, disability, illness, sickness, infection, disease, syndrome and/or other undesirable health condition, whether now known or unknown, from **Disease**.
5. I am aware that my participation in the **Activities** and my presence at **Facility** will cause me to be near and/or in contact with people and/or things that could raise the risk to me and others of exposure to **Disease**.
6. No one, including Releasees as defined below, can eliminate the risk that I will become exposed to or infected by or otherwise experience **Disease**. I know these risks cannot be eliminated no matter the degree of care exercised by anyone affiliated with **Facility** or **Activities** No amount of protective measures or devices can guarantee freedom from **Disease**. By being at **Facility**, including, without limitation, participating in **Activities**, I know I could suffer personal injuries, or become ill, temporarily disabled, permanently disabled and/or die (collectively "**Afflicted**") from **Disease**. I voluntarily assume these risks and accept sole responsibility that I may be exposed to and/or **Afflicted** by **Disease** by entering **Facility** or participating in **Activities**.
7. Knowing the foregoing risks, including the fact that there are unknown risks, I voluntarily choose to enter and be at **Facility** and to assume these risks of my own free will. I will not seek to hold any Releasee as defined below responsible if I am **Afflicted** by **Disease**.
8. If I choose not to assume these risks, I will neither enter **Facility** nor participate in **Activities**. By staying at **Facility**, I affirm my continuing acceptance of all such risks.
9. I understand that being **Afflicted** by **Disease** may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Releasees as defined below.
10. I hereby **RELEASE, WAIVE, DISCHARGE and COVENANT NOT TO SUE** the promoters, participants, racing associations, sanctioning organizations or any affiliated entities thereof, **Facility** owners, **Facility** operators, track operators, track owners, officials, vehicle owners, builders and designers, drivers, crews, rescue personnel, any persons in any restricted area, promoters, sponsors, equipment and parts manufacturers and suppliers, advertisers, owners and lessees of premises used to conduct **Activities**, premises and event inspectors, those who clean and maintain **Facility**, concessionaires and vendors, volunteers, surveyors, underwriters/brokers, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or **Activities**, and for each of them, their directors, officers, agents, employees, representatives, owners, members, affiliates, successors and assigns, collectively referred to as "**RELEASEES**", FROM ALL LIABILITY TO ME, my personal representatives, assigns, heirs, and next of kin, agents and principals May 26, 2020 FOR ANY AND ALL LOSS OR DAMAGE,

AND ANY CLAIM OR DEMANDS THEREFOR, WHETHER CAUSED BY THE NEGLIGENCE OF ANY **RELEASEE(S)** OR OTHERWISE INCLUDING EXPOSURE TO **DISEASE**, THAT MAY RESULT IN ILLNESS, INJURY, DISABILITY AND/OR DEATH. I understand and agree that this release includes claims based on the actions, omissions, or negligence of any **RELEASEE** whether **Disease** exposure occurs before, during, or after entry to **Facility** and/or participation in **Activities at Facility**.

11. I hereby agree to **INDEMNIFY** and **SAVE AND HOLD HARMLESS** the **Releasees** and each of them from any loss, liability, damage, or cost (including their attorneys' fees and costs) that they may incur arising out of or related in any manner to my attendance at or participation in **Activities**.

12. **HEALTH & SAFETY DECLARATION.** I attest and certify that I do not now have and have not tested positive for or suffered from any symptoms of COVID-19 infection including without limitation cough; shortness of breath or difficulty breathing; fever; chills; repeated shaking with chills; generalized muscle pain; headache; sore throat; new loss of sense of taste or smell; fatigue or other flu-like symptoms (collectively the "**Symptoms**"), or been exposed to any person exhibiting such Symptoms or, traveled outside the United States or to a location known to harbor such disease, in the past thirty (30) days. I am not under any quarantine orders.

13. **PERSONAL PROTECTIVE EQUIPMENT AND DISTANCING.** I will provide and use my own personal protective equipment and practice social distancing (current CDC guidance is at least 6 feet from others whenever possible) and follow all other hygiene and infection control methods, as prescribed by applicable authorities such as the United States Centers for Disease Control, state and local health officials, or otherwise in effect at this **Facility**, to help protect myself and others from **Disease**.

14. **LEAVING IF ILL.** If while at **Facility** I feel or experience any Symptoms I agree that I will immediately leave **Facility** to seek medical attention (or seek emergency medical attention at **Facility**) and that I promptly will notify **Facility** officials of same.

15. **NOT RESTRICTED BY GOVERNMENT ORDERS OR PERSONAL PHYSICIAN.** I represent and warrant that my attendance at **Facility** and participation in **Activities** is not restricted by the advice of my personal physician or any governmental or public health order or rule of any federal, state, county or other applicable authority, including any order or rule due to my age, condition, government or public health orders of isolation due to illness or quarantine due to my exposure to others who are, were or may have been sick, or for any other reason. If I believe this to not be the case, I will either not enter, or will promptly depart, **Facility**.

16. **KNOWING AND VOLUNTARY.** I acknowledge that I am voluntarily participating in **Activities** and visiting the **Facility** with an express understanding regarding the coronavirus pandemic and the other dangers described above, and I hereby agree to accept and assume any and all risks associated therewith. I have made the judgment that the benefits of being at **Facility** outweigh the risks that I am assuming.

17. **SEVERABILITY AND ENFORCEMENT.** This Agreement is intended to be as broad and inclusive as is permitted by the laws of the Province or State in which **Activities** are conducted and if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. I intend for this Agreement to apply any time I am present at **Facility**.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT, UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, ORAL REPRESENTATIONS OR GUARANTEE BEING MADE TO ME, AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY TO THE GREATEST EXTENT PERMITTED BY LAW, INCLUDING THE RIGHT, DIRECTLY OR INDIRECTLY, TO SUE THE RELEASED PARTIES.

Signature:

Address:

Printed Name:

City:

Mobile #:

State:

Zip:

Date:

Email Address: