



**MEMORANDUM OF UNDERSTANDING
BETWEEN
ROYAL CANADIAN MARINE SEARCH AND RESCUE INC. (RCMSAR), and
THE RCMSAR MEMBER**

PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to set out the Search and Rescue (SAR) objective of RCMSAR along with the principal terms and conditions which apply to volunteers that are accepted as RCMSAR members.

BACKGROUND

Canadian law, like that of most maritime nations, requires that vessels at sea respond to distress situations to the extent they can do so without undue risk. However, many public minded Canadians in a position to do so, voluntarily go out of their way to assist fellow mariners in distress. It is this latter fact that led to the formation of the Coast Guard Auxiliary and RCMSAR.

In the late 1970's, it became evident that if some of these marine volunteer efforts could be coordinated to function as part of Canada's Search and Rescue system, more could be achieved by the same level of volunteer effort. As a result, the Canadian Coast Guard (CCG) initiated the formation of a national response to provide a framework for this co-ordination. That national response is the Canadian Coast Guard Auxiliary (CCGA). RCMSAR is part of the CCGA.

OBJECTIVE

The common objective of the RCMSAR and the CCG is: "The prevention of loss of life and/or injury at sea, including, where possible and directly related thereto reasonable efforts to minimize damage to or loss of property."

Accepted RCMSAR members, in volunteering their services, agree to assist the RCMSAR and CCG in meeting this objective through SAR Operations and Boating Safety activities, consistent with the terms of this MOU. Members receive no profit or personal gain from these activities and forego all associated rights to claim salvage while on authorized SAR activities.

ORGANIZATION

RCMSAR is registered as a non-profit corporation which has a Chair and Board of Directors elected by the membership at an Annual General Meeting held for that purpose. The Board of Directors, under the leadership of the Chair, oversees the activities of the organization. The day-to-day operations are delegated to a Chief Executive Officer (CEO).

FINANCIAL SUPPORT

Under the terms of its agreement with RCMSAR, the CCG has agreed to reimburse RCMSAR for reasonable expenses RCMSAR incurs in undertaking authorized activities.

MEMBERSHIP RESPONSIBILITIES

RCMSAR members agree to:

1. Volunteer extended hours including weekends and statutory holidays and be on standby as required.
2. When on standby, commit to attending the vessel within fifteen (15) minutes of notification.
3. Comply with all RCMSAR bylaws, policies, guidelines, standards, and operating procedures.
4. Obtain and maintain skills, knowledge, and certifications required to assist and participate in RCMSAR activities.
5. Carry out their duties in difficult, hazardous, adverse, or stressful conditions.
6. Undertake training identified by the RCMSAR as necessary for the safe and effective conduct of RCMSAR activities.

7. Undertake only those activities which can be done without causing undue risk to themselves, their vessels, other persons, or other vessels and to take all reasonable precautions which may be prudent under the circumstances.
8. Conduct themselves in a professional manner (both on duty and off duty) so as not to bring disrepute to RCMSAR and its stakeholders.
9. Undertake the RCMSAR annual fitness test and complete a Physical Activity Readiness Questionnaire (PAR-Q).
10. Provide a clearance from a health practitioner should any concerns be identified through the PAR-Q.
11. Report any personal condition that may compromise the member's ability to safely carry out their duties.
12. Review the RCMSAR Insurance Program documentation available online or provided by the RCMSAR office and sign the attached Acknowledgement and Waiver which confirms, among other things, that the member understands that, pursuant to the terms and conditions of the Insurance Program documentation, coverage for Ancillary Benefits for Heart or Circulatory Malfunction ceases upon a member reaching age 65 and coverage for Permanent Total Disability ceases upon a member reaching age 70.

RCMSAR RESPONSIBILITIES

RCMSAR agrees to:

1. Reimburse members for out-of-pocket expenses incurred by members when on RCMSAR business or undertaking activities authorized or directed by RCMSAR as contemplated by RCMSAR policy.
2. Provide insurance protection to its members to cover members while engaged in authorized RCMSAR activities. The extent of such insurance protection is as set out in the summary of insurance coverage available from the RCMSAR web site and there is no further or additional insurance protection available to members. A member's eligibility for insurance coverage will be governed by the terms and conditions of the RCMSAR insurance program, as may be amended from time to time.
3. Ensure members are kept informed of RCMSAR guidelines and other information needed by members to properly undertake authorized activities.
4. Provide education/training to members, subject to the availability of resources, to improve needed skills and capabilities.

ENROLLMENT AND TERMINATION OF MEMBERSHIP

Either RCMSAR or the member can terminate this Memorandum of Understanding (which terminates the applicable membership) at any time pursuant to the Human Resource policies governing resignation, discipline etc. and the RCMSAR bylaws governing termination of membership.

Renewal of a member's membership is at the sole discretion of RCMSAR.

UNDERTAKING

With checking this box, I confirm that I have read and understand this Memorandum of Understanding and agree to abide by the terms and conditions.



**THE ROYAL CANADIAN MARINE SEARCH AND RESCUE (RCMSAR) INC, and
THE RCMSAR MEMBER
ACKNOWLEDGMENT AND WAIVER**

1. I, _____

understand that I have access to RCMSAR Accidental Death and Dismemberment (AD&D) program. Documentation is available on the RCMSAR website. I have agreed to read it. If I have any question, I understand that I can contact RCMSAR to obtain additional information. I understand that, as a RCMSAR member, I will be eligible for coverage under the insurance program subject to certain limitations.

The RCMSAR insurance program may be amended from time to time.

2. I understand, acknowledge, and agree that coverage for accidental death and dismemberment (AD&D) under the RCMSAR's is age limited. AD&D weekly indemnity coverage ceases once a member reaches age 70. I further understand, acknowledge, and agree that at age 65 years I do not have AD&D coverage for Ancillary Benefits for Heart or Circulatory Malfunction as a result of my participation in all tasking/training authorized by the RCMSAR.

3. I acknowledge and agree that my participation in all taskings/training authorized by the RCMSAR (including without limitation, search and rescue (SAR) missions) shall be at my own risk and that RCMSAR assumes absolutely no responsibility in connection with same other than RCMSAR's obligation to maintain the AD&D program.

4. I acknowledge and agree that I am solely responsible for assessing whether my participation in any tasking/training authorized by the RCMSAR (including without limitation SAR missions) poses any problems or hazards for my health and/or safety (including without limitation hazards due to existing medical conditions, disabilities, or diseases) and that RCMSAR assumes absolutely no responsibility in connection with same. I understand there are certain risks and perils inherent in any such activity and I assume full responsibility for any inherent risk and danger to myself.

5. I further, on behalf of myself and my heirs, executors, administrators, successors and assigns hereby remise, release and forever discharge the RCMSAR and its respective officers, directors, agents, employees, servants and representatives of and from all claims, demands, damages, costs, expenses, actions and causes of action whether in law or in equity in respect of death, injury, loss or damage to my person howsoever caused arising out of or in any way connected to my participation in the said tasking/training authorized by the RCMSAR. For greater clarity, this paragraph five (5) release is not intended to apply to any entitlement I may have in relation to the AD&D coverage.

6. RCMSAR will defend and hold me harmless from and against any and all claims, damages, suits, liabilities, or expenses, including without limitation reasonable legal fees arising from an action, allegation or claim arising from your participation in RCMSAR activities or taskings save and except where you were negligent.

With checking this box, I hereby confirm that I have read, understood and agreed to this acknowledgement and waiver.

**RCMSAR GROUP ACCIDENT INSURANCE DECLARATION OF
BENEFICIARY/BENEFICIARY(S)**

I, _____

being a volunteer member of RCMSAR do hereby name

Name _____

Address _____

Percentage _____

Phone _____

Name _____

Address _____

Percentage _____

Phone _____

as my beneficiary(s) for benefits, if any, that may be payable under the RCMSAR policy(s) in the event of my accidental death while on an Authorized Activity as described in the current Contribution Agreement between RCMSAR and the Minister of Fisheries and Oceans.

I understand that if (a) specific beneficiary(s) are not named, benefits, if any, will be payable to my estate.

I am aware of the protection provided and limitations detailed in the policies.

Member:

Name _____

Address _____

Signature _____

Date _____