

M242 Fleet One Association – Spare Mast Policy and Waiver Form

Introduction

Fleet One has two masts that can be loaned out to Fleet One members on a short term basis. The terms of the loan are as set out in a Borrower's Agreement which must be signed by the member assuming responsibility for the mast. If there is any conflict between the words in this summary and the Borrower's Agreement, the latter governs.

A typical situation arises when a Member has broken their mast while out racing, and needs a loaner mast for the 3-8 week period until a new mast can be installed.

As such, the process for getting access to the Fleet One Spare Mast Loaner Pool is to:

1. Contact the Fleet One Executive via email at exec@m242fleetone.org requesting access to a mast, and for what approximate time period. In this manner, all members of the Executive will be informed that a request has been made.

2. Await written approval from a Fleet Executive member. This may also be granted via email, after which the mast can be used by the requestor.

Note: in the case of a time-sensitive situation, a phone call can also be made to the Fleet Captain and in his/her absence, the Fleet Technical Committee Chair, informing them of the situation, and asking for expedited approval.

3. Fill out and sign a copy of the Waiver Form below and (ideally) scan or photograph it and email it to the Fleet Executive email address.

4. Contact the rigger who has control of the masts. The rigger information will be released to the requestor at the time of approval of the request.

The requestor has the option of taking a trailer to the rigger and picking up the mast themselves, or arranging for the rigger to deliver the mast (usually for a fee).

5. Return the mast to the rigger at the end of the borrowing period and re-notify the Executive at the above email address.

Note that, as more fully set out in the Borrower's Agreement:

1. Each mast comes with a gooseneck and vang attachment points, exit blocks, and other standard mast fittings. Running or standing rigging is not supplied. Tracer lines are inserted in the mast so you can feed your own lines.

Masts have spreader brackets but not spreaders. Generally a swap-over can be completed in a few hours.

2. The Executive reserves the right to request the return of the mast within 14 days of notice being given. Upon notice, it must be returned to the rigger or such other location as the requestor is directed.

3. The requestor is responsible for the mast while it is being borrowed, and is responsible for returning it in the same condition in which it was provided to the Member (this includes reinserting the tracer lines) and will be responsible for undertaking and paying for any repairs necessary to restore the mast to that condition, as determined by the rigger or the Executive. As such, any damage is the responsibility of the requestor. If there is any doubt about insurance coverage, the Fleet Executive encourages the Member to check with their insurance provider prior to taking delivery of the mast.

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Background

The M242 Fleet One Association (the “Association”) maintains spare masts to assist Members of the Association (“Members”) that temporarily require a mast while the Member’s is being repaired or replaced.

The spare masts maintained by the Association are not new and may have been extensively used and or repaired by prior users and may have patent or latent defects that make them susceptible to breakage.

The Association will loan one of its masts to a Member on the conditions set out below

Conditions of use for an Association Spare Mast

Only members of the Association may use the spare mast.

Each time a Member wishes to borrow a spare mast, he or she must sign a Release and Indemnification Agreement in the form set out below

The Member will be responsible to transport the spare mast from and to the place it is stored by the Association

The Member is solely responsible for ensuring that the spare mast, including all associated fittings and equipment are in safe, sound working condition at the time the Member installs the mast in his or her boat.

The Member will return the mast to the Association as soon as the Member has repaired or replaced their mast and will return the mast on 14 days notice when requested to do so by an officer of the Association

The Member will return the mast to the Association in the same condition in which it was provided to the Member and will be responsible for undertaking and paying for any repairs necessary to restore the mast to that condition as determined by the Fleet Executive or a designated rigger acting on its behalf.

The Member will be responsible for the spare mast while it is in his or her possession control or custody and will carry adequate insurance to protect against loss, theft or breakage during that time

All those using the spare mast do so at their own risk. Before borrowing a spare mast a Member will sign a release and indemnity in the form set out below.

RELEASE AND INDEMNIFICATION AGREEMENT

I, the undersigned, hereby acknowledge receipt of, and by these presents do accept the above noted "-Conditions for use of an Association Spare Mast" for the use of a M242 Fleet One Association's (the "Association") spare mast.

In consideration of the permission given to me by the Association to make use of a spare mast, I hereby release and forever discharge and by these presents do for myself, my heirs, executors, administrators and assigns, **RELEASE AND FOREVER DISCHARGE THE ASSOCIATION, ITS OFFICERS, DIRECTORS, SERVANTS AND AGENTS** of and from any and all actions, causes of action, claims and demands whatsoever, whether in law or in equity, which I now have or may have at any time in the future for damages for any injury, loss or damage which may have resulted from or in any way arisen out of or developed from, or which may at any time in the future result from or in any way arise out of or develop from my use, transportation or installation or return of the Association's spare mast, or any act or omission on the part of the said Association, its officers, directors, servants and agents and whether caused by or resulting from

- a. **any negligence**
- b. **breach of contract**
- c. **breach of any statutory or other duty of care, or**
- d. **any other cause whatsoever**

on the part of the said Association, its officers, directors, servants and agents or otherwise.

AND FURTHERMORE, I do for myself, my heirs, executors, administrators and assigns and for and in consideration of the permission given me aforesaid **HEREBY COVENANT AND AGREE** to indemnify and save forever harmless the said Association from and against any and all claims, demands and actions which may at any time hereafter be made or brought against the Association or any of its Officers, Directors, Servants and Agents, or on behalf of myself, my heirs, executors, administrators or assigns, arising out of or in any way connected with my use, transportation, installation or return of the said mast as aforesaid, and from and against any and all loss, damage and expense which the said Association may sustain or incur by reason of, or in any way arising out of any such claims, demands or actions.

In making this release, I am not relying upon any oral or written representation or statements made by the Association or its directors, officers, servants or agents with respect to the condition of the spare mast or any other matter whatsoever.

In witness whereof I have hereunto set my hand and seal at the City of Vancouver in the Province of British Columbia, this ____ day of _____, in the year of _____ .

Signature of Member: _____

In the Presence of _____

Name of Vessel _____

Name of Owner _____