



**ROYAL CANADIAN MARINE
SEARCH & RESCUE**
Saving Lives on the Water

MEMBERSHIP FORM

YOUTH

STATION INFORMATION

Previous Member: Y / N (circle one) If yes: Member # _____

Station Location:

Station Number:

PERSONAL INFORMATION

** Are you a Canadian Citizen or Permanent Resident? YES ☐ NO ☐

First Name and Initial:

Surname:

Birth Year (YYYY):

Mailing Address:

Phone Number:

Email:

EMERGENCY CONTACT

First Name:

Last Name:

Relationship:

Phone Number:

HAVE YOU COMPLETED?

☐ Memorandum of Understanding (MOU)

CERTIFICATIONS

☐ PCOC

☐ ROC-M

☐ SFA with CPR-C (or equivalent)

Other (list):

PROGRAM TYPE

☐ Junior Member

☐ School Based Program

PARENT OR GUARDIAN

I _____, (parent/guardian) give consent to RCMSAR and their stations to allow the right to use and incorporate, in whole or in part, photographs or video footage taken because of their participation in approved activities of RCMSAR. Further, if they have attained the age of 17 to allow their participation in search and rescue activities and missions.

☐ I have signed the attached Youth Indemnity and Waiver form.

☐ The school district has provided the required indemnification form.

Date: _____ Signature: _____



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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 un-due risk. However, many public minded Canadians in a position to do so, voluntarily go out of their way to assist fellow mariners in distress.

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 the framework for this co-ordination. That national response is the Canadian Coast Guard Auxiliary (CCGA). RCMSAR is a member of the national association of Coast Guard Auxiliaries.

In the early 2000's, RCMSAR began contracting on behalf of all RCMSAR locations the expansion of SAR services to other BC provincial agencies including Ministry of Emergency Management and Climate Readiness (EMCR), and BC Emergency Health Services (BCEHS).

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 charitable 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 of RCMSAR are delegated to the Chief Executive Officer (CEO).

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 **thirty (30) minutes** of notification.
3. Comply with all RCMSAR bylaws, policies, guidelines, standards, and operating procedures.
4. Undertake training identified by RCMSAR as necessary for the safe and effective conduct of SAR activities.
5. Obtain and maintain skills, knowledge, and certifications required to assist and participate in RCMSAR activities.
6. Carry out their duties in difficult, hazardous, adverse, or stressful conditions.
7. Undertake only those activities which can be done without causing un-due 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 to not bring disrepute to RCMSAR and its stakeholders.
9. Undertake the RCMSAR annual safety test and complete a Physical Activity Readiness Questionnaire (PAR-Q).
10. Provide a medical 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.

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 members to cover members and their vessels while engaged in authorized RCMSAR activities.
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 Resources policies governing resignations, discipline etc. and the RCMSAR bylaws governing termination of membership.

Renewal of a member's membership is at the sole discretion of the CEO, 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

1. 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 Insurance Program in effect.
2. I further understand, acknowledge and agree that I have coverage under the RCMSAR Insurance Program which includes WorkSafeBC the workers compensation plan, and Marine Package (Hull & Marine, plus Protection & Indemnity).
3. 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.
4. 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 any RCMSAR approved activities or tasking save and except where you were negligent.

I hereby confirm that I have read, understood and agreed to this acknowledgement.

MEMBER:

Name: _____

Address: _____

Signature: _____ **Date:** _____



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Release, Waiver of Liability and Indemnity

Please read this carefully and make sure you understand it before signing.

Please note that by signing this form, you are waiving your right to sue Royal Canadian Marine Search and Rescue (RCMSAR), and Choose one _____ (SOCIETY) and promising to pay for the entire costs of injuries suffered by the person in your care including legal costs.

I _____ (the "Guardian") wish for a youth for whom I have lawful custody (the "Participant") to participate in either:

1. The RCMSAR Junior Member Program (JMP)
Or
2. A school sponsored work experience program (WEX)

Collectively referred to as the "Program".

I acknowledge that I have voluntarily applied to have the Participant take part in the Program.

I understand that when participating in the Program, the Participant will be engaged in marine rescue training and response activities on an unstable platform which may constitute a potentially hazardous activity, and which could result in serious injury or death to the Participant. I am aware of and expressly assume all risks associated with the Participant participating in the Program, including, without limitation, falls, contact with other participants and objects, drowning, collision with other vessels, the effects of weather and sea conditions, exposure to bloodborne pathogens and to the virus which causes COVID-19 and the symptoms thereof.

In consideration for the Participant being permitted to participate in the Program, I, for myself and for my representatives, heirs, and for anyone entitled to act on my behalf, hereby **WAIVE AND RELEASE** from any and all claims for injuries and damages I may have arising out of the Program or the Participant's participation in the Program against RCMSAR its agents, employees, volunteers and Board of Directors.

I confirm and warrant that the Participant is physically capable of participation in the Program. I acknowledge that I am solely responsible for the Participant's personal health and safety.

In consideration for the Participant being allowed to participate in the Program, I agree **TO INDEMNIFY** RCMSAR and SOCIETY for all losses, injuries or damages suffered as a result of the Participant's participation in the Program. These losses, injuries and damages include actual legal costs of RCMSAR.

This Release, Waiver of Liability and Indemnity shall be interpreted, and the rights of the parties determined under the laws of the Province of British Columbia.

I agree, for myself and my heirs, assigns and legal representatives, that this document is contractually binding, and that should I or my heirs, assigns or legal representatives assert a claim contrary to what I have agreed to in this document, the claiming party shall be liable for the expenses (including legal fees on a full indemnity basis) incurred by the RCMSAR, SOCIETY, and Agents in defending such claim.



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I HAVE CAREFULLY READ THIS RELEASE, WAIVER OF LIABILITY AND INDEMNITY AND FULLY UNDERSTAND ITS CONTENTS.

I UNDERSTAND THAT I AM GIVING UP THE RIGHT TO SUE IN THE EVENT OF INJURY OR DEATH.

I AM SIGNING THIS RELEASE AND WAIVER OF LIABILITY AND INDEMNITY FREELY AND VOLUNTARILY AND INTEND BY MY ACCEPTANCE TO GIVE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY AND INDEMNITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Dated in _____, British Columbia, this ____ day of _____ 20__

Participant First Name (print): _____

Participant Last Name (print): _____

Participant Age: _____

Guardian Name (print): _____

Guardian Phone: _____

Guardian Email: _____

Guardian's Signature