

# TERMS AND CONDITIONS

## 1. PREAMBLE

Becoming a member of Atlas Ocean Racing means becoming a member of a group of individuals fascinated by sailing and ocean racing. All year-long, Atlas Ocean Racing organizes activities reserved for its members, partners and/or guests in a purpose of promoting the practice of ocean racing in Canada.

## 2. FEES AND CONTRIBUTIONS

A 40\$ CAD fee is to be paid in the following 7 days after completing this form to finalize any membership subscription.

There may be a mandatory fee to attend any event offered and organized by Atlas Ocean Ocean and such fees will be voted by the Board every year according to the team's budget and needs.

## 3. THE TEAM'S COMMITMENT

The Team is to :

- provide any member with the team's rules and regulations when asked
- inform each member of upcoming events early enough so that the member can make sure to organization their own travel or housing expenses
- inform each member of any promotion or benefits offered by the team's partners and sponsors
- use all perceived financial contribution in due diligence
- use all perceived financial contribution for the team's operational expenses (mooring fees, immigration, communication, food supply, housing, external services, shipping and transportation of goods or staff, maintenance, etc.)

An Atlas Ocean Racing Membership provides many advantages such as :

- The right to sign up for Atlas Ocean Racing events
- Discount codes provided by partners such as Helly Hansen Canada or Julbo Eyewear Canada through their Lanctôt Distribution regional retailer
- To be sign up for the team's newsletter

## 4. THE MEMBER'S COMMITMENT

The members commit themselves to :

- respect the team's rules
- arrange payment for any requested fee before participating to the events
- provide all relevant information about their health, physical and mental limitations, and conditions, which may result in a decision from the Board to withdraw the member from a particular event for obvious safety or security concerns.
- arrange and pay for their own housing or transportation expenses to the team's training, racing, deliveries, voyages, or any other potential event.
- provide all relevant and mandatory travel or legal documents (VISA, Passport) or medical certificates when requested
- not act in way that would physical or moral prejudice to the team's members or image
- grant the team responsible for the cancellation of any event due to force majeure.

## 5. COMMITMENT DURING EVENTS

As written above, all events may be subject to a financial contribution or fee to be paid by Atlas Ocean Racing members if they want to attend.

The member must :

- Take part in all of the team's required meetings, practices, and maintenance work prior to the event
- Act in a way to maintain harmony and functionality among the team's members
- Respect and take good care of all equipments or ships put to their disposal by the team during the events
- Not use nor carry any form of narcotics during any of the team's event
- Not use the team's activities as a mean of travel, transportation or shipping
- Make sure to subscribe to any travel or personal insurance prior to participating to a team's event

## 6. TERMINATION

Any default in payment from the member to the team may result in the termination of their membership or attendance to a team's event. All remaining funds will still be to be paid by the member to the team to avoid any financial prejudice to the team.

Any proven use or possession of narcotics from the member will result in an immediate termination of the membership and attendance to a team's event. The team's management may contact any local authority in order to seize all narcotic substance from the member.

Any lack of compliance to point 5 may result in the immediate termination of the membership or attendance to a team's event.

## 7. REIMBURSEMENT

Any termination expressed according to point 6 will not trigger any kind of reimbursement.

All activities or events cancelled by the team without relevant cause or force majeure will trigger to the reimbursement of all fees already paid by the members.

Any activity that would be cancelled due to force majeure will not trigger any kind of reimbursement. In this case, force majeure means any event occurring outside of the team's control (civil war, revolution, natural disaster, open conflict)

## 8. LIABILITIES

The Member acknowledges that all activities involving the use of the team's yachts, equipment, gear, facilities, or supplies may trigger injuries, therefore the member will assume all risk and liability therewith.

The Member accordingly discharges, releases and gives a complete and final discharge to the Team and its Board, members, directors, partners, agents, insurers, and any other person from the responsibility linked to such action, different, dispute or participation in the activities.

## 9. IMAGE RIGHTS

The member authorizes the team to use and broadcast without charge any media content in which the member is identified as involved in a team's event, in a way to promote or communicate about the team's or the team's partners activities, for a period of 5 years. After 5 years, the member may ask the team to stop any use of such content.

## 10. MEDIATION - APPLICABLE LAWS

In the case of a disagreement expressed by the member or the Team whatever subject it is, both parts make a commitment to look first of all for a mutual consent. A third party can possibly be requested to end in a resolution of the amicable disagreement, to maintain the good relations between the parts. The present agreement is governed by the applicable law in Quebec and, in case of contesting; the courts of Quebec are only competent.

## 11. MODIFICATIONS

Any modification of the Legal Notice must be expressed to the team's members and accepted again.

## 12. STIPULATION ILLÉGALE OU INVALIDE

If a condition of the present contract is declared illegal or invalidated by a competent court, for any reason whatsoever, the illegality or the incapacity will not affect other conditions and the present contract will have to be then interpreted and applied as if the illegal condition or invalidates was not a member of it.

## 13. CONFIDENTIALITY

The member makes a commitment to preserve the confidentiality of the terms and the conditions of the present contract, and it is true both during the duration of the present agreement and any time after its expiration or its termination. The member has to use the same degree of diligence and caution which it would use to protect its own confidential information.

## 14. SEPARATE ENTITIES

Nothing in the present agreement must be interpreted as creating, between the member and the Team, a company, a joint venture or a relation employer and employee or any other similar relation.

## 15. REMPLACEMENT AND TERMINATION OF PREVIOUS AGREEMENTS

The present agreement cancels and replaces all the verbal or written agreements intervened before this day between the parts concerning the negotiations and the previous discussions held between the parts with regard to the object of the present agreement, that these were verbal or written.

## 16. RENUNCIATION

Any renunciation within the framework of the present is valid only if it is made in writing; she applies furthermore than to the incident or to the event at which she aims expressly. The defect of a part to insist on the strict execution of the present one or to take advantage of an arrangement of the present agreement does not establish at all a renunciation of the capacities of the present one, which all keep their full effect.