



## MAAC Flying Site Sanction Explained

This Information bulletin is intended to provide clarity to MAAC sanctioning of a flying site.

### Sanction in the context of a MAAC sanctioned flying site.

Clubs are *independent entities* that have joined MAAC as Class B affiliate members. They agree to implement the safety code of the *corporation* (MAAC) and other policies or directives reasonably required from time to time by the Board. They receive benefits as part of membership, detailed in the corporate documents and online at *maac.ca* that includes liability insurance with an *also insured clause*, covering a land owner.

Clubs have access to sanctioning of flying sites by MAAC. In the MAAC context, sanctioning means a flying site that meets the recommendations contained in *MPPD 6 Recommended R/C Flying Site Specification* and has been approved by the appropriate zone director. A MAAC sanction of a flying site does not imply compliance with local, regional or national laws that might apply, nor does it supersede any laws. Clubs should determine and follow any laws that apply to their operation. At present a MAAC sanctioned site, provides a carve out from mandatory compliance with some Transport Canada regulations. Users should consult Transport Canada, to determine which regulations do not apply. This may change when Transport Canada publishes its final regulations.

A club, as an independent entity, may enter into various types of agreements with any person or organization controlling land for any purpose they choose, generally to fly model aircraft. Clubs should have permission, preferably through a land use agreement with the owner, that sets out the conditions of use, including times of use, exclusive or shared use, structures and other modifications to the land, control of access or not, insurance requirements, flying site sanctioning, access by non-club members, and any other thing that the club or land owner require to ensure safe and reasonable use of the land. It is important to note that any agreement between a club and a land owner, is between them, and that MAAC as a *corporation* is a not party to the agreement. Any conflicts that arise in association with an agreement, with adjacent land owners, other site users or any other persons is the responsibility of the parties to the agreement.

*Land owners have the right to manage use and access to their land. No club can impose conditions of use, except to their own club members, unless they have an agreement, with the land owner, that permits them to do so. MAAC sanctioning does not supersede land owner rights or grant any type of use of land, exclusive or otherwise. If any club wishes to control who enters private property as guests or prevent non-members from flying off hours, it must be part of an agreement with the land owner.*

### Document Control

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