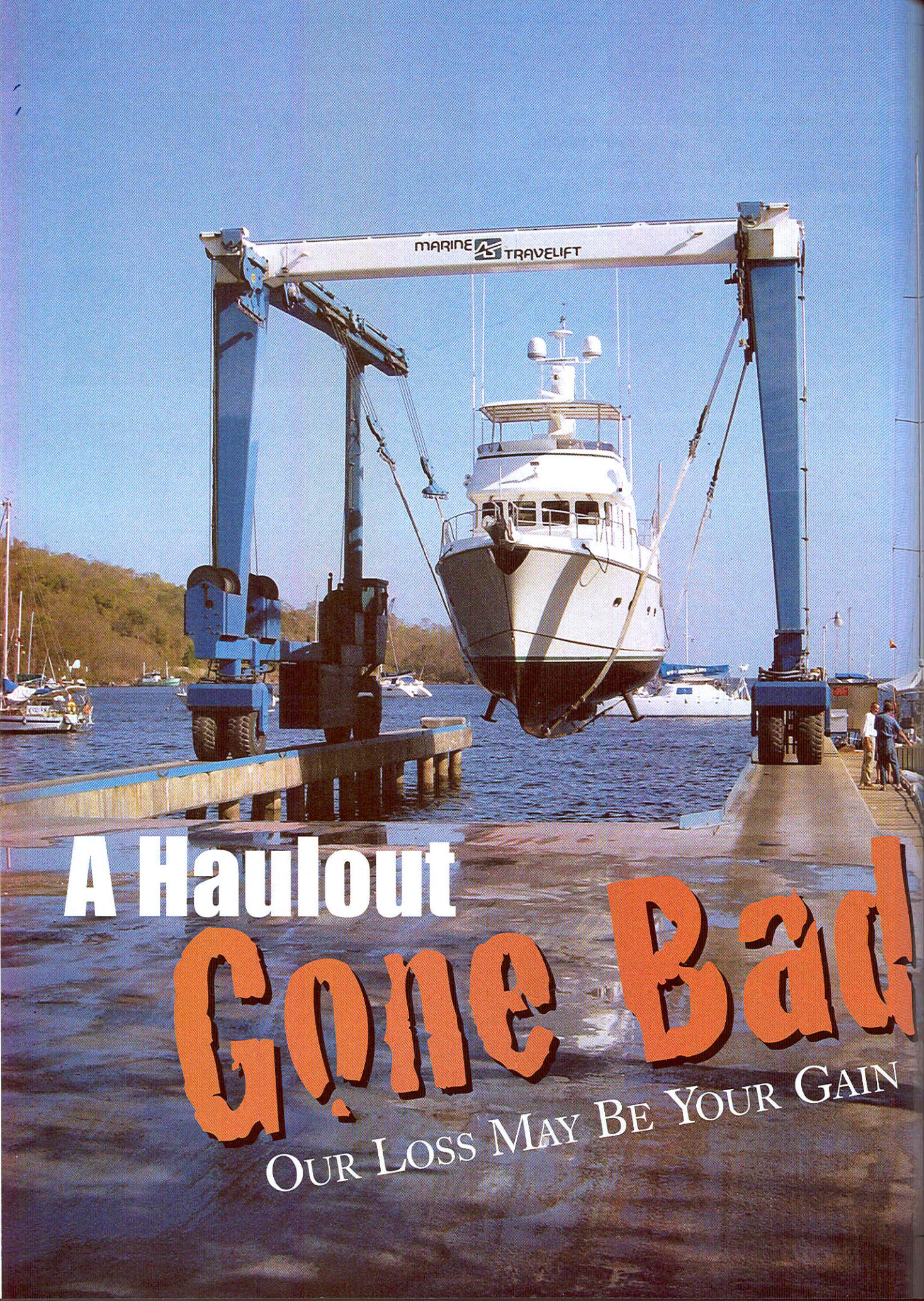




A Haulout

Gone Bad

OUR LOSS MAY BE YOUR GAIN

Story And Photography By DON PERRINE

You've arrived at the boatyard of your choice for much-needed work to be done on the hard. All arrangements have been made and contracts signed, and you anticipate having quality work performed in a timely manner. You're a bit nervous, but you look forward to being on your way again soon.

The marks are in place for the slings, and you're impressed that there is a diver standing by to ensure that the slings are properly positioned. Plastic sleeves cover the slings, easing your concerns about possible scuffing of your boat's gelcoat. Next, you focus on shutting down the engines and generator, securing the stabilizers, and tending to the final steps of hauling out. Now you can relax, right?

Wrong! Now is the time to be most vigilant. If you are full-time cruisers, as we are, your boat is more than just your boat; it is your home and your dream. Given all you have gone through together, it is irreplaceable. Consequently, your mind should be anticipating every possible mistake the lift operator and crew could make that might result in damage to or destruction of your vessel. Such mistakes also can lead to serious injury and even death.

According to an article in the April 2006 issue of *Marina Dock Age*, mobile boat hoists have run over and killed people, hit power lines, and toppled over. Another risk is failure of one or more slings, which apparently occurs more often than is publicized. Slings sometimes fail while the vessel is still over the water, which will cause the boat to drop into the water and possibly float out of the mobile boat hoist's bay, but the boat may sustain little or no damage. Therefore, there is no "headline news" to communicate, and very few people will be aware that the incident occurred.

Occasionally a vessel is dropped on the hard, falling onto solid concrete from a substantial distance. In such cases, the damage likely will be severe. Understandably, boatyards make no effort to publicize these accidents. But all boat owners should know that such disasters are possible. In addition, boaters should learn how to avoid such incidents by recognizing the risk factors involved in haulouts, and they should learn what to do if their boat is dropped.

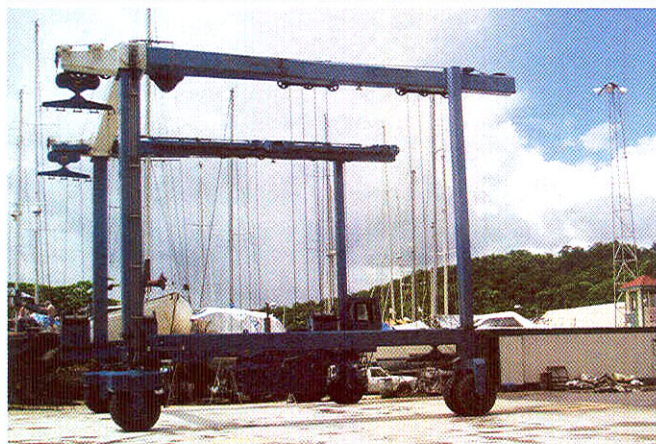
Last year, we were the victims of precisely such a scenario, and we feel compelled to help fellow cruisers avoid a replay of our circumstances.

My wife, JoAnne, and I had researched our options regarding where to spend the 2006 hurricane season, and we had selected Chaguaramas, Trinidad, as our destination. We had decided to have our 14-month-old, semi-custom Nordhavn trawler hauled out before we flew back to the United States to visit family and friends for a few months. The cost would be about the same as that of leaving the boat in a slip. The most suitable boatyard for the haulout appeared to be Peake Yacht Services in Chaguaramas. The yard had a 150-ton Marine Travelift, which seemed more than adequate to move our 47-foot, 50-ton-displacement Nordhavn.

Shortly after arriving in Trinidad, we signed a contract with Peake Yacht Services for the haulout. The contract required us to provide certain information about our vessel, including her displacement weight, which we specified as 50 tons. After nearly one week of preparing our boat to spend time on the hard, we were ready. We stood off until we were requested by radio to enter the boatyard's mobile lift bay. Upon entering the bay, we began securing lines. The boatyard staff was trying to pull the boat to center her in the bay, but I told them she displaced 50 tons and showed them how I can maneuver the vessel easily using the bow and stern thrusters.

I noticed that the slings were covered with plastic sleeves, which alleviated my concerns about possible scuffing of the topsides. I also saw that the yard had a diver who would ensure that the slings were correctly positioned under the hull. These had been my two main concerns and both had been addressed, even though I had not requested any special measures, so I felt confident. Plus, I saw that the yard hauled out boats all day long at this time of year. I proceeded to shut down the main engine and generator, and we secured the stabilizers and everything else that needed to be fastened down for the haulout. JoAnne and I then disembarked in preparation for the haulout itself, as instructed.

The Travelift hoisted our boat from the water and wheeled her over the concrete apron. With the keel about 2-1/2 feet above the concrete, the crew began



Top: Our Nordhavn before the accident. Middle: Peake Yacht Services' 150-ton Marine Travelift. Above: Centered in the lift and lines secured around her, our boat is ready for haulout.

scraping marine growth off the bottom, and I stepped under the hull to take some photos. Within several minutes, while both the crew and I were under the boat, the aft sling gave way.

The loud crack of the sling breaking and the deafening crash of our beautiful boat hitting the unforgiving concrete blended into one powerful note. Instinct and adrenaline fired my immediate reaction as the boat went into free fall. I dove out from under the hull, across the concrete, landing with a headfirst "home plate" slide. I was sure the boat was going to fall on me, and I remember clearly thinking, "If I can get far enough away, it might just crush my legs, not kill me."

When I looked back, the boat was being held steady only by the front sling. I had survived, although I was scraped, bloody, and reeling in disbelief. I must have shouted, "I can't believe it" half a dozen times. Even now, I can hardly believe what happened.

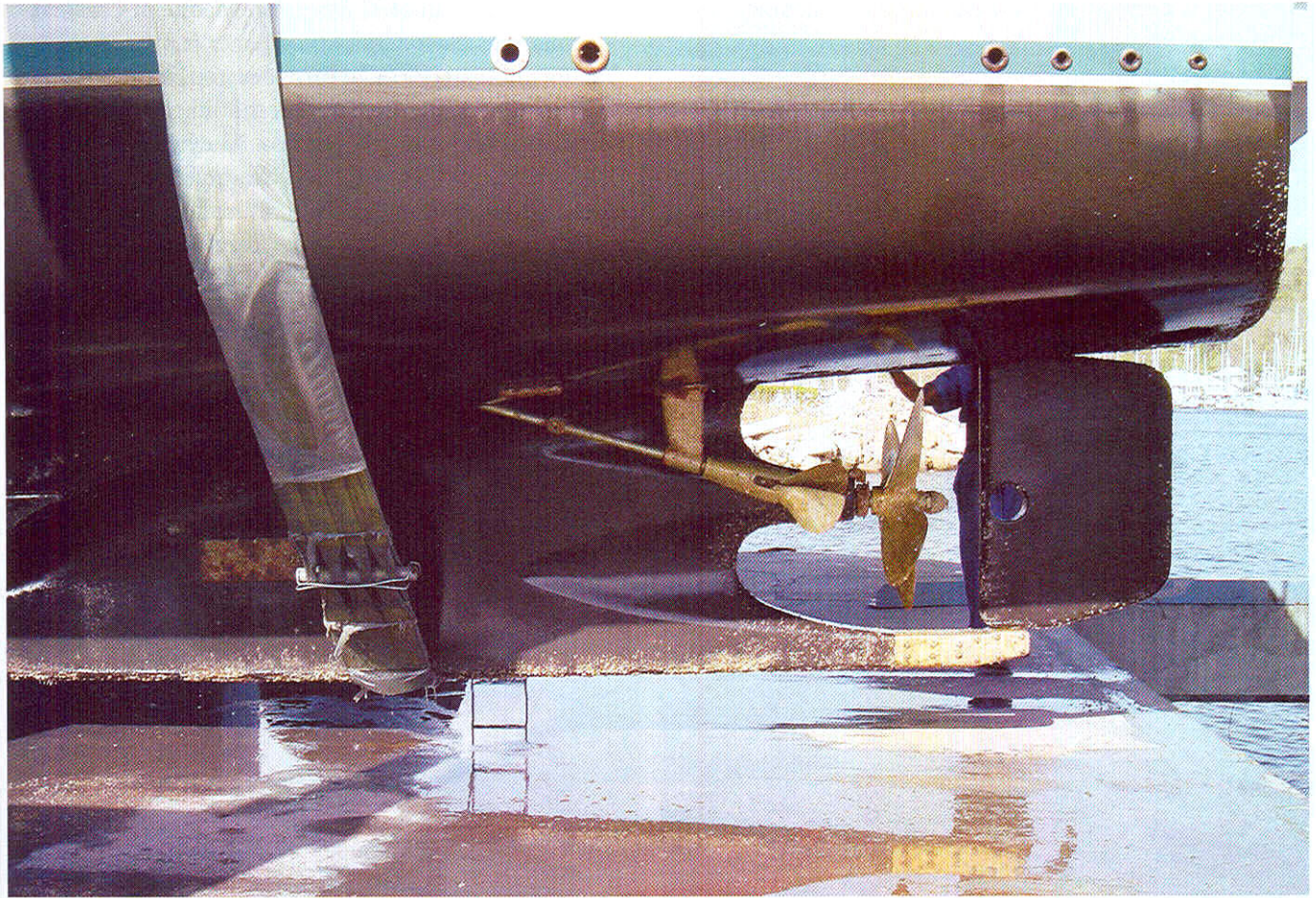
JoAnne had watched the whole episode from the other side of the boat, horrified by all that had occurred in the blink of an eye. She had watched as the hull struck one worker's back and injured another worker's arm. Because she couldn't see me on the other side of the boat, she assumed the worst.

The good news was that we had all been spared serious injuries. However, it would be some days before JoAnne and I would fully realize how profoundly a split-second event would affect our lives.

Our boat had struck the concrete with a force calculated at 480,000 lb. The rudder shoe had hit first, driving the rudder itself up into the hull approximately 8 inches. Then, the aft section of the keel had made contact with the ground and had been forced up, breaking open a section of the hull above the aft keel to the hull joint.

From the outside, the damage didn't appear to be catastrophic. However, the view from the inside, as well as "open and inspect" work and surveys, showed that the damage was extensive.

We effectively lost nearly six months of our lives while I stayed in Trinidad to oversee work that would lead to the resolution of the mishap and contended with associated delays. I had to stay in the country to ensure that all of the work needed to assess the extent of the damage and the scope of needed repairs was carried out. I also needed to make sure that the information from the surveys and assessments was communicated to the responsible parties, which would enable them to determine whether the vessel could be repaired or whether it was a "constructive total loss" (meaning it would cost more to return the boat, and us, to pre-accident condition than to build a new one).



The slings were in the proper place and covered with protective plastic, and we could not have known how quickly the aft sling would break. Notice the rudder shoe's position and imagine the force it would have to have to push the rudder through the hull.

Because English is the official language of Trinidad and Tobago and well-qualified damage surveyors were available in the area, three conventional surveys were done by local surveyors. Billy Wray, Courtney Lange of Tsunami Marine, and Peter Gruny, who is a member of the Society of Naval Architects and Marine Engineers (SNAME), were hired by Peake Yacht Services, Peake's insurer (Guardian General Insurance, Ltd.), and JoAnne and me, respectively. To avoid bias, the surveyors didn't share the results of their reports among each other, but, at my suggestion, the reports were shared among Peake, Guardian General, a third-party claims adjuster, and us. To reveal any hidden damage, I requested that a thermographic survey be performed by J. N. Allinson of Jacksonville, Florida.

In addition, the three local surveyors ordered that "open and inspect work" be performed by the boatyard to uncover hidden damage. This consisted of removing the equipment, systems, and sole from the stern lazarette and part of the engine room, as well as grinding down outside and inside sections of the hull to the vinyl ester

or polyester surfaces. This work enabled the surveyors to perform a "light test," during which a powerful light was shined through the now-translucent fiberglass. The light test revealed delamination along both the hull-to-keel section and the longitudinal engine bed stringers.

The thermographic survey was especially valuable in revealing both additional hidden delamination and some of the molecular-level damage. We were concerned about these types of damage, because if either type is not detected and repaired, it exposes the vessel to the risk of further delamination and breakage as the boat is flexed by the sea over time. Since we had built our Nordhavn to circumnavigate, the integrity of the hull was of paramount concern.

We also were concerned about molecular-level damage because it is insidious and difficult to assess using conventional survey techniques. Molecular damage occurs when fiberglass is subjected to strong forces that stress the material beyond its "modulus of elasticity," or flexing limit. When flexed beyond this point, the material can't recover its original shape and properties. Its

elasticity is permanently changed, and it becomes brittle and thus vulnerable to future delamination and/or breakage.

Our Nordhavn 47 carried a European Conformity certificate for Ocean A operation, the highest CE rating for a recreational vessel. This means she was built to withstand Beaufort Force 8 conditions: 34- to 40-knot winds and up to 18-foot cresting seas.



Steve Zimmerman of Zimmerman Marine in Cardinal, Virginia, and Dave Urbinati of American Custom Yachts in Stuart, Florida, provided repair estimates with contingencies for damage that likely would be found during the repair process. They each invested a substantial amount of time and effort, yet at reasonable cost, to provide us with quality estimates. I also obtained estimates for shipping the vessel from Trinidad to either



Left: The Marine Travelift pinned-type sling that failed. Right: Cracks in the lift's right tire indicate poor maintenance.

Considering the findings of the light tests and thermographic survey and the conditions under which our boat had been built to operate, it was clear to me that the vessel could not be restored to her pre-accident condition in Trinidad. Any repair work would have to be performed by a qualified boatyard in the United States. To carry out this process, I requested that we bring to Trinidad an expert who could provide a full technical assessment of the damage and work with the surveyors and U.S. boatyards in obtaining accurate repair estimates. Peter Peake, managing director of Peake Yacht Services, and the third-party claims adjuster agreed with my request and hired Bruce Pfund of Special Projects, LLC, in Rhode Island, an expert in yacht construction and fiberglass.

Based on Pfund's assessment of our vessel and specific guidance from Special Projects, Steve D'Antonio and

Zimmerman Marine or American Custom Yachts.

In summary, after our boat was dropped, it took the following to resolve the matter:

- Three conventional surveys, one thermographic survey, and an expert repair assessment;
- Drawings, schedules, certificates, and support from Jeff Leishman, Nordhavn's naval architect, and Dennis Lawrence, our Nordhavn salesman;
- Shipping cost estimates for a multistage shipment of our vessel from Trinidad to the United States;
- Two U.S. boatyard repair estimates;
- Detailed construction cost records and quotes for exact replacement of everything that had been damaged on the boat;
- Estimates of diminution in value should the vessel be repaired and sold;
- A lawsuit prepared by our local attorney, Fredrick



Gilkes, Esq., in Port of Spain, Trinidad;

- Excellent advice and guidance from many friends and business resources, including Gregg Burdick, former owner of Stuart Yacht, and Capt. Ian Pereira of McLarens Young, our insurance company's claims adjuster;
- Six months of our time and effort.

As a result of all this work, Guardian General (the boatyard's insurer) declared our Nordhavn to be a "constructive total loss." Guardian General made two settlement offers. The first offer, made in August 2006, would not have provided us enough money to make the needed repairs to the boat or to replace the boat, so we rejected it. Three months later, the insurer made a second offer. This offer was reasonable, and we accepted it.

Now we must start over again and decide how we'll go forward with the next chapter of our lives. The good news is that the settlement was equitable, although not perfect.

LESSONS LEARNED: HAULOUT RISKS

I regret that in all of my reading and experience in the marine world, I have never seen an article on the subject of haulout risks, which are considerable, and they extend beyond the obvious. Before our disaster happened, it appeared to my untrained eye that all boat hoists were created equal and that any of them should be able to do the job. I have learned that nothing could be further from the truth.

Our surveyor, Peter Gruny, also conducted an investigation into the cause of the sling failure during our haulout. According to Gruny, Peake Yacht Services did not have any of the following:

- A documented policy or procedures in place for hauling out vessels;
- A procedure in place for the periodic inspection and documentation of the condition of the slings;
- An official record/log of lift operations maintained by the lift operators;
- A policy in place for the periodic testing and certification of the slings;
- A policy in place for the handling and maintenance of the slings.

In a phone interview after the accident, Peter Peake disputed the validity of Gruny's findings. Peake said he fully attributed the accident to the lift operator's failure to use enough slings to safely lift the boat.

"The slings were not the problem. It was 'pilot error,'" Peake said. "There were not enough slings used. The operator was not thinking balance, that one sling might take more of the load than the other."

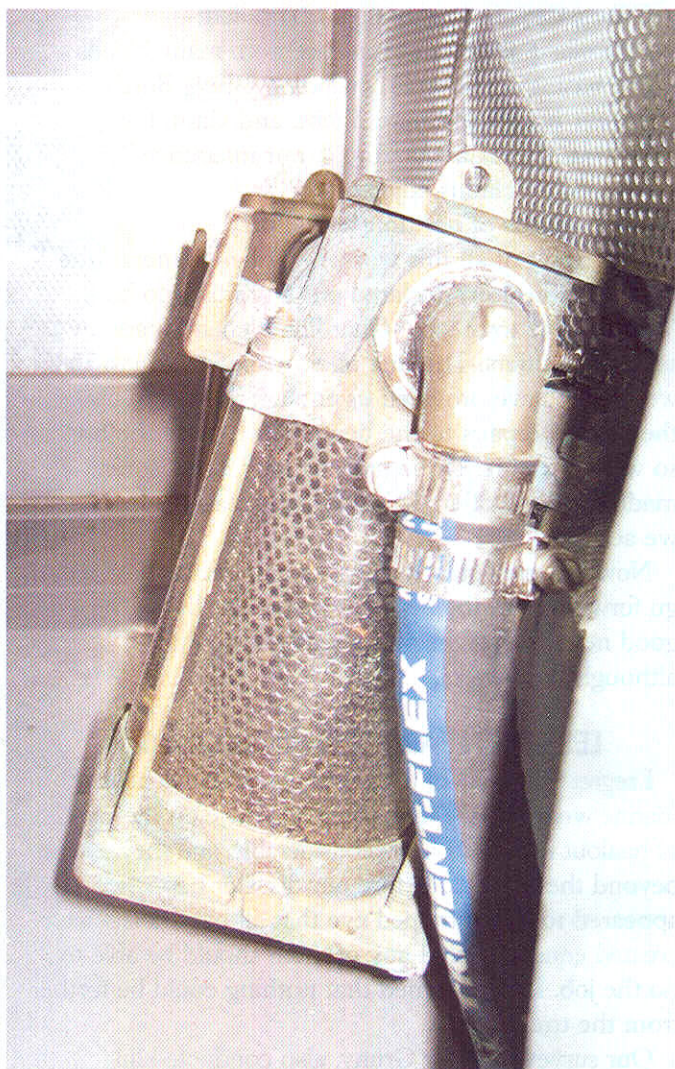


When the rudder shoe hit the concrete, the force pushed the rudder straight through the hull.

Peake said that his boatyard thoroughly inspects all slings and looks for "red guard" yarn on them. (The slings have red yarn sewn into them in such a way that it becomes visible only when a sling is wearing out and needs to be replaced.) To me, the failure of the aft sling suggests that had the policy and procedure deficiencies alleged by our surveyor been rectified by Peake Yacht Services before our haulout, we'd be happily cruising our Nordhavn to Alaska today.

According to Kevin Ashton, director of marketing communications at Marine Travelift, Inc., "It is critical that owners and operators of these boat hoists both operate them appropriately and pursue a vigorous maintenance program to ensure that the boats they lift are lifted safely and reliably. Failure to use the equipment correctly or properly maintain these machines may result in serious accidents that can yield devastating damage to the vessel, as well as life-endangering injuries to bystanders.

"Furthermore, operating procedures must be carefully followed by the operator to avoid dangerous and precarious lifting situations," Ashton adds. For details on what to look for regarding mobile boat hoist



Left: In addition to other damage, the aft engine room bulkhead was crushed and the sheeting was crumpled by the drop. Right: This strainer was pushed askew when the bulkhead was damaged.

safety and sling conditions during haulouts, see Ashton's articles in the "Web Extras" at passagemaker.com.

When your boat is hauled out, you need to consider that you could encounter any or all of the following:

- Damage to or destruction of the vessel during the haulout or while the vessel is being transported at the boatyard;
- Damage to or destruction of the vessel during or after blocking and chocking with jack stands;
- The boatyard's unwillingness or inability to "keep you whole" if damage occurs (that is, to return the boat to pre-accident condition or provide sufficient funds for replacing the vessel);
- Loss of time spent resolving the damage, and the costs associated therewith;
- Loss of valuable cruising time if the vessel must be repaired or replaced;

- The possibility of increased insurance premiums if you file a claim with your insurance company;
- Diminution of the vessel's resale value if it is repaired (prospective buyers may view it as "damaged goods");
- Personal injury or death if anyone is near the vessel when it is dropped or rolls over;
- The cost of moving all personal goods from the vessel to effect repairs or if the boat is deemed a constructive total loss;
- Emotional stress on you and your family and the disruption of your life and plans as you reorder your life around the outcome.

The above list of risks is not intended to be comprehensive, but it reflects our experience.

LESSONS LEARNED: BOATYARD DUE DILIGENCE

The next time we haul out, I intend to more fully



research the boatyard that will lift our vessel and to seek out quality yards with good reputations for work and safety. A yard that takes pride in its business reputation is likely to do what is necessary and fair to correct any mistakes that occur.

I'll be concerned specifically with machine rating and be sure that the capacity of the mobile boat hoist substantially exceeds the displacement weight of our vessel. Kevin Ashton points out: "The capacity of all marine boat lifts is specifically rated in metric or U.S. tons, which is the weight that the manufacturer has certified they may lift. However, depending on how the machine is maintained and used, this maximum lifting capacity may decline over time. If the machine is a reputable brand and has been kept in good condition, one would expect the machine to be capable of lifting boats up to that weight limit. However, if a boat is being lifted by an older machine or an inferior brand of machine and is close to the maximum weight limit, extra precaution is advised."

I also will inquire about whether the yard provides training for the operators who use the lift, what the defined policies and procedures are for handling vessels, whether the yard has a good record with hauling and storing boats, and if the yard has adequate insurance in the event of damage to our vessel or worse.

MOBILE BOAT HOIST DUE DILIGENCE

I'll also seek details about the mobile boat hoist, its operator, and practices from either a senior yard manager or the yard's owner. If he or she isn't willing or able to answer my questions, I'll find another boatyard. Some reviewers of this article indicated that boatyards might be reluctant to answer many questions about their lifts and practices. If true, that is all the more reason to voice concerns. I can always stop asking at an appropriate point, and then either proceed with the haulout or find another yard.

GET IT IN WRITING

To its credit, Peake Yacht Services had a contract that we were required to enter into before hauling out. If the yard hadn't had a contract, we would have insisted on one, with at least the following points.

Displacement weight: I would specify all of the key parameters of our vessel, with special emphasis on the displacement weight. (To learn more about how to calculate a vessel's weight, read the online "Web Extras" for this article.)

Boatyard responsibilities: I would ensure that the boatyard would not legally be able to excuse itself from responsibility and liability for damage caused by its own

CHECKLIST

Here is a brief checklist you may want to use before your next haulout or haul-in to be sure you're prepared. Don't hesitate to dig deeply when asking questions: "How do you know that you know?"

- Get a signed agreement that includes at least:
 - ☐ The displacement weight of your boat;
 - ☐ Your rights in the event the boatyard damages or destroys your boat.
- Research the following:
 - ☐ The boatyard's history with haulouts;
 - ☐ How the yard has handled previous damage;
 - ☐ The mobile boat hoist's capabilities;
 - ☐ The mobile boat hoist's condition;
 - ☐ The working load of each sling and the number of slings that should be used for safety;
 - ☐ The condition of the slings;
 - ☐ The lift operator's qualifications and training.
- Communicate at haulout about:
 - ☐ The vessel's lifting points;
 - ☐ The use of anti-chafe gear;
 - ☐ The vessel's displacement weight;
 - ☐ The number and strength of slings to be used.
- Observe the process:
 - ☐ Watch every step;
 - ☐ Don't get distracted by others who want to chat;
 - ☐ Question anything that you suspect isn't right;
 - ☐ Stop the process if something seems grossly wrong.

negligence or failure of its equipment. "Heavy boats are dropped primarily due to equipment failure," says Erik Andersen, a cruiser who has been in the construction crane business for many years. "Light boats are *only* dropped due to human error."

Vessel value: I would include figures for the fair market value *and* the replacement value of the vessel. If I didn't know these values, then I'd consider including the price we'd list the boat at if we were willing to sell her at that moment. In the event the boat was destroyed, we might be entitled to the replacement value. The process would likely go more smoothly if the yard and its insurer were aware of that value up front. I'd also attempt to add a paragraph to such an agreement specifying that we would be "kept whole" in the event that our boat was destroyed or damaged in the haulout process.

WHEN THE HAULOUT BEGINS

Here's what I'll do next time I have a boat hauled out.

Insist on extra slings. The obvious reason is to ensure a safety factor that gives you confidence. Slings have a

rated load capacity, and there are many ways in which they can fail. The simplest form of insurance against sling failure is to double up on the number of slings used. (Ensure that the total rated sling capacity is about twice the displacement weight of the vessel.) Also, using extra slings reduces the load on each sling and on the vessel's structure.

Verify sling placement. Erik Andersen points out that "since boats are designed to be lifted with slings located across certain areas of their hull, failure to place slings in these specific locations can damage the hull of the vessel." In future haulouts, if specific lifting points for slings have not been pre-marked on our vessel, we'll at least consider running gear, through-hull fitting, forefoot, and interior bulkhead locations when positioning the slings in order to allow other areas to absorb some of the load and reduce stress on the hull itself.

"Improper location of the slings can result in a slippage of the sling across the hull," notes Kevin Ashton of Marine Travelift. "The most common cause of dropped vessels is improper placement of slings, which results in a sling slipping out of place." Some yards have divers to check the sling locations. Some boats have labels marking the sling positions, but they may need to be pointed out.

The two main concerns I have are ensuring that underwater running gear or other gear isn't damaged and that the slings don't slide off, which can be a problem on sailboats with an especially shallow forefoot (i.e., a long, slow curvature from the bow to the keel). Some owners request that the slings be tied together to ensure that they won't slip off. Ashton says, "Some lift operators reportedly position the sling lifting beams aft of the sling's contact point on the forward hull bottom. This creates an angle that puts the load perpendicular to the hull bottom at the contact point."

Check on load balance. I will want the lift operator to ensure that the load is reasonably balanced between slings in the front and rear of the vessel. Due to the nature of boat design, there likely will be more weight aft than forward. "Marine Travelift boat hoists have been specifically designed to include a load balance indicator on their machines," says Ashton. "This indicator makes it easier for the operator to verify that a load is balanced and shuts down the hoists when the load gets out of balance to avoid an overload failure. On any other brand of machine [without such an indicator], failure to properly balance the load can concentrate the load on one set of hoists, which could cause an overload failure on those hoists."

Ensure chafe protection. I'll make certain that plastic or some other nonabrasive material is used to keep from

scuffing the topsides paint and gelcoat, thereby avoiding expensive and time-consuming repairs. (The plastic sleeves used on the slings during our haulout are one example of such chafe protection.)

Be on the scene. I'll check that everything I mentioned earlier is being followed at the time of haulout, and I will make sure that the members of the lift crew know everything necessary about our boat. I won't assume that they've read the agreement or that any internal communication has taken place.

Observe the blocking and chocking. Any boat can fall over. In July 2006, three boats tipped over at the Power Boats yard in Chaguaramas, Trinidad. According to the owners of one of the boats, the yard had removed a jack stand from underneath a boat that was being stored next to it in order to fit their boat into a tight space. The lift crew reportedly neglected to correctly reinstall the removed jack stand; sadly, within two hours, three boats fell in a domino effect. The damage to one boat was so extensive that it might be declared a constructive total loss. What is even sadder is that the owners had worked very hard to refit the vessel for circumnavigation, and now their efforts may be lost.

Insist that the boat not be moved. Once any boat is in place, some yards may want to move it around in order to get to other boats. I prefer to arrange an agreement in advance stating that my boat will be placed in a location where it will not need to be moved. In addition, I will get something in writing stating that if there is some unforeseen reason to move the boat, I will be notified in advance.

Repeat the drill for haul-in. When it comes time to put the boat back in the water, I will exercise the same level of attention that I did during the haulout.

Make insurance adjustments. If our boat will be on the hard for an extended period, we'll save some money by notifying our insurance company of our plans. We'll get either layup coverage (if it's available) or "port risk" coverage for the time when the boat will be on the hard. Also, I'll ask about our coverage in the event our boat is damaged by the boatyard, and I'll upgrade to replacement coverage if possible.

WHEN THE UNTHINKABLE HAPPENED

When our vessel was dropped, shock and dismay prevailed initially. But clear thinking soon emerged, and we took charge of the situation. Here is how the process evolved.

The boatyard folks who were involved in the accident were willing to cooperate initially; they were both empathetic and apologetic. However, since facts grow cold quickly, we requested that the failed sling be bagged



and stored in a safe location for future investigation by the surveyors. Also, I conducted firsthand interviews (although these were somewhat limited) with the lift operator and crew as soon as possible. I took photographs of our damaged vessel, the lift, the slings, the operators, and anything else that might have any remote value in resolving the matter.

Peter Peake was very cooperative and forthcoming during the initial meetings, which occurred over several days following the incident. He admitted fault and accepted full responsibility for making the outcome right for us. He committed himself to “keeping us whole,” which together we defined as having our vessel restored to its pre-accident condition or, if the boat was declared a constructive total loss, providing us sufficient funds to exactly replace the vessel. Peake said he would do this even if his insurance company’s settlement offer was insufficient to do so.

He also committed to paying our living expenses while we resolved the matter, and he offered to pay our surveyor’s fee as well. Not surprisingly, we agreed to attempt to resolve the matter amicably among ourselves, rather than seek reimbursement from my insurance company and/or sue Peake Yacht Services. After these initial meetings and all subsequent meetings and phone conversations, I made notes as soon as possible in a notebook.

Within five days, we met with Peter Peake and representatives of his insurance company, including the third-party claims adjuster. It was one of the worst meetings I have ever attended. The insurance representatives attempted to “beat us into believing” that the damage to our boat was minor and could be repaired easily at the yard and that we’d be on our way in short order. Peake decided to align with the position of the insurance representatives and reneged on his commitment to keep us whole. When challenged, his responses were, “It’s about money” and “I have to listen to my advisors!” To us, the fact that the insurance company’s position seemed to be based on neither facts nor knowledge was a bad sign. The next day, we hired Fredrick Gilkes, a highly recommended local attorney.

Our position was this: the boatyard had dropped our vessel; consequently, the yard was responsible, not its insurance company. Nevertheless, we cooperated with Peake Yacht Services’ insurance company and the third-party claims adjuster.

Throughout the six-month process, it was repeatedly suggested that we “just submit a claim to our insurance company and all will be well.” Reflecting on this concept, I would label it the “Alice in Wonderland theory.”

Of course, we informed our insurance company

immediately after the vessel was dropped, and we chose a surveyor whom our insurer had recommended. If it came to filing a claim with our insurance company, it would be critical to have in hand a definitive survey that the company would accept. Also, a claims adjuster was assigned to work with us on attaining a resolution with the boatyard.

This process with our insurance company went smoothly, and our insurer’s experienced claims adjuster, Capt. Pereira, offered insight and recommendations that were very helpful. However, if we had ended up needing to file a claim with our insurer, the process would have been lengthy and suboptimal, for reasons relating to our insurance having certain limits, exclusions, and deductibles, as well as other considerations.

In the end, we succeeded in obtaining a reasonable, although less than ideal, settlement from the boatyard and its insurance company. We were able to achieve an acceptable settlement by doing the following: insisting that we be kept whole, obtaining help and support from many outstanding people, persevering, obtaining all of the facts that could be reasonably known, communicating all of the facts, and letting the facts determine the outcome. Our lawyer had prepared a lawsuit to be filed against Peake Yacht Services, but, after much effort and despite several delays, in November 2006 we were able to obtain a reasonable settlement from the boatyard, so we did not file the suit.

LOOKING AHEAD

There is much that we will do in the future to ensure that the risks associated with hauling out are minimized and that our finances, our lifestyle, and our enjoyment of our vessel will not be compromised by damage to or destruction of our vessel during the process.

The key steps we’ll pursue to minimize the haulout risks are understanding the boatyard and its lift operations, getting an extensive written contract, communicating and observing carefully during the haulout, and verifying the final blocking and chocking. If our boat is damaged again during a haulout, we’ll get a lawyer and all the facts, draw a roadmap to the desired outcome, and make sure everything is documented. We’ll persevere, just as we did last time, and work to receive a reasonable settlement.

I hope the information I’ve provided here will help you as you prepare for your next haulout. In this way, other cruisers can benefit from our loss. It is my sincere wish that you never have to endure the experience that JoAnne and I did. The more information that boaters have about preparing for haulouts, the more likely it is that my wish will become a reality. 