



# NOTICE OF RACE

## PACER AUSTRALIA 2014-15

### NATIONAL CHAMPIONSHIPS

#### 1. RULES

- 1.1 The organising authority of the regatta is Chelsea Yacht club in conjunction with Pacer Australia Inc.
- 1.2 The regatta will be governed by the rules as defined in *The Racing Rules of Sailing 2013 to 2016*.
- 1.3 There will be no changes to the *prescription of the Racing Rules of Sailing 2013 to 2016*.
- 1.4 The class rules of the Pacer and Pacer Pursuit classes shall apply.

#### 2. ADVERTISING

- 2.1 Boats may carry Category A advertising.
- 2.2 Boats may be required to display advertising chosen and supplied by the organizing authority.

#### 3. ELIGIBILITY AND ENTRY

- 3.1 The regatta is open to all boats of the Pacer and Pacer Pursuit class.
- 3.2 Competitors must be current members of their Member National Authority and the Pacer Class Association.
- 3.3 Eligible boats may enter by completing the attached form and sending it, together with the required fee, to: Pacer Australia Inc., 29 Clonaig Street, Brighton East, Vic 3187 by 19th December 2014 or by email to [paceraustralia@pacersailing.org.au](mailto:paceraustralia@pacersailing.org.au). Account details are on the entry form.
- 3.4 Late entries will be accepted up until 28th December 2014 with payment of the late entry fee – refer Fees.

#### 4. FEES

- 4.1 Entry fees are as follows:

<b>Class / Division</b>	<b>Early Bird</b>	<b>Std Fee</b>	<b>Late Fee</b>
Pacer & Pacer Pursuit	\$190	\$220	\$280
Junior Skipper / Senior Crew	\$130	\$160	\$190
Junior Skipper / Junior Crew	\$110	\$140	\$170

Early bird fee expires 15<sup>th</sup> November 2014. Late entry fee applies after 19<sup>th</sup> December 2014.

## 5. SCHEDULE

Day / Date	Event	Course length	Target Time / Warning signal
Sunday 28/12/2014	Registration and Measurement		10.00 – 12.00 Noon
Sunday 28/12/2014	Invitation Race / Racing PM	TBA	2.30 pm
Sunday 28/12/2014	Welcome function		6.00 pm
Sunday 28/12/2014	Annual General Meeting		6.00 pm
Monday 29/12/2014	Racing AM/PM	TBA	10.30 am
Tuesday 30/12/2014	Lay day		
Wednesday 31/12/2014	Racing AM/PM	TBA	10.30 am
Thursday 01/01/2015	Lay day / Resail PM		
Friday 02/01/2015	Racing AM/PM	TBA	10.30 am
Saturday 03/01/2015	Racing AM	TBA	10.30 am

5.1 No warning signal shall be made after 3.30 pm on 3<sup>rd</sup> January 2015.

5.2 No more than 2 races shall be sailed back to back in one session.

5.3 No more than 4 races shall be sailed on any one day.

5.4 10 races (excluding any invitation race) are scheduled.

## 6. MEASUREMENTS

6.1 All boats must have an up to date measurement certificate. In addition the following equipment may be inspected: Sails, foils and spars. Old boats, club boats and training boats are exempt from measurement at the discretion of the organising authority.

6.2 There may be spot checks of sails & hull measurements throughout the regatta.

## 7. SAILING INSTRUCTIONS

Sailing Instructions will be available at the Registration desk.

## 8. VENUE

Racing will be conducted on the waters of Port Phillip Bay in the vicinity of Chelsea Yacht Club, Kelvin Grove, Chelsea, Vic

## 9. THE COURSES

9.1 Courses will be set as variations of a Windward /Leeward/ triangle course with both short and long course lengths.

9.2 Course diagrams, including the approximate angles between legs, the order in which marks are to be passed, and the side on which each mark is to be left will be provided in the Sailing Instructions.

9.3 The approximate course length / race duration will be 30 minutes for short courses and 60 minutes for long courses.

## 10. SCORING

The Low Point scoring RRS Appendix A shall apply

**11. SAFETY**

- 11.1 All sailors competing in the Regatta must comply with Yachting Australia Special Regulations Part 1.2. Personal Equipment.
- 11.2 All competitors shall wear personal flotation devices (PFD), which are in good condition and are in accordance with the specifications issued or approved by a national authority or standards organisation and branded in the country of origin or manufacture. PFD1 floatation devices are recommended for children 12 years and under.

**12. PRIZES.**

Prizes shall be given as follows;

Open	1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> Skipper & Crew
Non Spinnaker	1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> Skipper & Crew
Junior Skipper/Crew	1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> Skipper & Crew
Junior skipper/Senior Crew	1 <sup>st</sup> Only
Masters	1 <sup>st</sup> Only
Pacer Pursuit	1 <sup>st</sup> Only

Junior = Under 18, Senior = Over 18, Masters = Over 55 as at 28/12/14

**13. RIGHTS TO USE NAME AND LIKENESS**

In participating in the regatta, a competitor automatically grants the Organising Authority and the sponsors of the regatta, the right in perpetuity to make, use and show, from time to time and at their discretion, any motion pictures, still pictures and live, taped or film television and other reproductions of him/her during the period of the competition for the said regatta in which the competitor participates and in all material related to the said regatta without compensation.

**14. DISCLAIMER OF LIABILITY**

Competitors participate in the regatta entirely at their own risk. See rule 4, Decision to Race. The organizing authority will not accept any liability for material damage or personal injury or death sustained in conjunction with or prior to, during, or after the regatta.

**15. INSURANCE**

Each participating boat shall be insured with valid third-party liability insurance with a minimum cover of AUD\$5,000,000. By signing the Entry Form sailors are deemed to have made a declaration that they have such cover.

**16. BOAT STORAGE.**

There may be some limitations on storage available at Chelsea Yacht Club; boats may be required to be stored unrigged. Boats may be delivered during the week prior to the event by arrangement.

# Pacer Victoria Inc. in conjunction with Chelsea Yacht Club

## Yachting Victoria – Event Declaration Form (Type 1)

### Conditions of Entry I acknowledge and agree that:

1. In this Event application and declaration: “Club” means and includes: **Pacer Australia Inc in conjunction with Chelsea Yacht Club** and its directors, officers, members, servants or agents. “Claim” means and includes any action, proceeding, claim, demand, damage or expense however arising including but not limited to negligence **but does not include** a claim in respect of any action, suit etc made by any person entitled to compensation under a relevant Club insurance policy or under any right expressly conferred by the Club constitution.
2. **If accepted I will be permitted** to participate in the Event subject to my complying with the terms and conditions of the Event, this declaration and any reasonable direction issued by the Event organisers or their representatives.
3. **The Event rules & this declaration** comprise a contract between me and the Club and are necessary and reasonable to promote and conduct the Event. I also agree to abide by the rules and policies of Yachting Australia (copies of which are available from Yachting Australia), and be subject to the jurisdiction of Yachting Australia in relation to the application and enforcement of such rules and policies. I agree to be bound by the Racing Rules of Sailing and by all other rules that govern the event and I acknowledge that rule 4 – Decision to Race – places the sole responsibility for deciding whether or not to start or continue racing on the boat.
4. **Warning:** Participation in the Event can be inherently dangerous. I acknowledge that I am exposed to certain risks during my participation in the Event including, but not limited to, physical exertion and injury, bodily contact, falls, equipment failure and unpredictable weather conditions. I acknowledge that accidents can and often do happen which may result in me being injured or even killed, or my property being damaged. I have voluntarily read and understood this warning and accept and assume the inherent risks in participating in the Event.

### 5. WARNING UNDER THE FAIR TRADING ACT 1999

Under the provisions of the **Fair Trading Act 1999** several conditions are implied into contracts for the supply of certain goods and services. These conditions mean that the supplier named on this form is required to ensure that the recreational services it supplies to you are:

- rendered with due care and skill; and
- as fit for the purpose for which they are commonly bought as it is reasonable to expect in the circumstances; and
- reasonably fit for any particular purpose or might reasonably be expected to achieve any result you have made known to the supplier.

Under section 32N of the **Fair Trading Act 1999**, the supplier is entitled to ask you to agree that these conditions do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the **Fair Trading Act 1999** if you are killed or injured because the services were not rendered with due care and skill or they were not reasonably fit for their purpose, are excluded, restricted or modified in the way set out in this form.

**NOTE:** The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. "Gross negligence" is defined in the Fair Trading (Recreational Services) Regulations 2004.

For the purposes of this clause 5, “the Supplier” shall mean and include the Club.

6. **Exclusion of Implied Terms:** I acknowledge that where I am a consumer of recreational services, as defined by any relevant law, certain terms and rights usually implied into a contract for the supply of goods or services may be excluded. I acknowledge that these implied terms and rights and any liability of the Club flowing from them, are expressly excluded to the extent possible by law, by this Event application declaration. To the extent of any liability arising, the liability of the Club will, at its discretion be limited to the resupply of the services or payment of the cost of having the services supplied again.

7. **Release and Indemnity:** In consideration of the Club accepting my application for entry to the Event I, to the full extent permitted by law:

- (a) release and will release the Club from all Claims that I may have or may have had but for this release arising from or in connection with my participation in the Event; and
- (b) indemnify and will keep indemnified the Club in respect of any Claim by any person including but not only another participant in the Event arising as a result of or in connection with my participation in the Event.

8. **Fitness to Participate:** I declare that I am and must continue to be medically and physically fit and able to participate in the Event. I will immediately notify the Club in writing of any change to my fitness and ability to participate. I understand and accept that the Club will continue to rely upon this declaration as evidence of my fitness and ability to participate.

9. **Consent to medical treatment:** If required, the Club will arrange medical or hospital treatment (including ambulance transportation) for me. I authorise such actions being taken by the Club where my further consent cannot be obtained and agree to meet all costs associated with such action.

10. **Privacy:** I understand that the information I have provided is necessary for the conduct of the Event and for the Objects of the Club. I acknowledge and agree that the information will only be used by the Club to facilitate the conduct of the Event and other events conducted by the Club. I understand that I will be able to access my information through the Club. If the information is not provided my Event entry application may be rejected.

11. **Copyright and right to use image:** I acknowledge and consent to photographs being taken of me during my participation in the Event and authorise the Club to use such photographs for promotional or other purposes without my further consent being obtained. Further, I consent to the Club using my name, image, likeness and also my performance in the Event, at any time, to promote the Event or Club activities by any form of media.

12. **Severance:** If any provision of this declaration is invalid or unenforceable in any jurisdiction, the phrase or clause is to be read down for the purpose of that jurisdiction, if possible, so as to be valid and enforceable. If the phrase or clause cannot be so read down it will be severed to the extent of the invalidity or unenforceability. Such severance does not affect the remaining provisions of this membership declaration or affect the validity or enforceability of it in any other jurisdiction.

13. I warrant that my boat complies with the safety prescriptions of Yachting Australia Inc and Yachting Victoria Inc. and that it my responsibility to ensure all equipment required under these prescriptions and my declared safety category are operational at all times.

**I have read, understood, acknowledge and agree to the above declaration including the warning, exclusion of implied terms, release and indemnity. I warrant that all information provided in my Event application is true and correct. I acknowledge that this Event application declaration cannot be amended. If I do amend it my application will be null and void.**

Signed:

Name:

Date:

**Where the applicant is under 18 years of age this form must also be signed by the applicant's parent or legal guardian.**

I \_\_\_\_\_ am the parent or guardian of the applicant. I expressly authorise and consent to the applicant participating in the Event. In consideration of the applicant's participation in the event being accepted, I expressly agree to accept, in my capacity as parent or guardian, the terms set out in this Event application and declaration including the provision by me of a release and indemnity in the terms set out above.

**Parent's Signature:** (where applicant under 18 y.o)

Name:

Date:



**Pacer & Pacer Pursuit National Championships  
28th December 2014 to 3rd January 2015  
ENTRY FORM**

**ENTRY FEE:**

<b>Class / Division</b>	<b>Early Bird</b>	<b>Std Fee</b>	<b>Late Fee</b>
Pacer & Pacer Pursuit	\$190	\$220	\$280
Junior Skipper / Senior Crew	\$130	\$160	\$190
Junior Skipper / Junior Crew	\$110	\$140	\$170

Early bird fee expires 15<sup>th</sup> November 2014. Late entry fee applies after 19<sup>th</sup> December 2014.

Please make cheque payable to:  
Pacer Australia Inc.  
29 Clonaig St  
Brighton East Vic 3187

For EFT transfers to Pacer Australia:  
Bendigo Bank  
BSB: 633000  
Account Number: 123853483

**BOAT DETAILS:**

Sail number ..... Boat name .....

**DIVISION ENTERED:** Tick appropriate box below

- |   |   |                                       |
|---|---|---------------------------------------|
| <input type="checkbox"/> Non-Spinnaker              | <input type="checkbox"/> Open                       | <input type="checkbox"/> Intermediate |
| <input type="checkbox"/> Junior Skipper/Senior Crew | <input type="checkbox"/> Junior Skipper/Junior Crew | <input type="checkbox"/> Masters      |
| <input type="checkbox"/> Green Fleet                | <input type="checkbox"/> Pacer Pursuit              |                                       |

Junior = Under 18 as at 28/12/14  
Open = Aiming for top 10

Masters = Over 55 as at 28/12/14.  
Green Fleet = 1st Nationals in any class.

**SKIPPER DETAILS:**

Name ..... Date of birth ...../...../.....

Over 55?                      Yes/No

Club ..... YA Number .....

Address .....

Suburb ..... Post code .....

Email .....

Phone ..... Mobile .....

**CREW DETAILS (First nominated crew)**

Name ..... Date of birth ...../...../.....

Over 55?                      Yes/No

Club ..... YA Number .....

**ALTERNATE CREW DETAILS (If required)**

Name ..... Date of birth ...../...../.....

Over 55?                      Yes/No

Club ..... YA Number .....

**INSURANCE DETAILS**

Company ..... Policy No. ....

Expiry date .....

**MEASUREMENT DETAILS**

Certificate No .                      .....

No certificate? I agree to obtain a certificate or complete a measurement declaration form before the close of registration for this event. **Yes/No**

**CURRENT MEMBERSHIP**

I am aware that all participants (Skipper and each nominated crew) must be financial members of the Association. All participants on this form are financial members of Pacer Victoria. **Yes / No**

If no, I agree to obtain financial membership for all participants before the close of registration for this event. **Yes / No**

**EVENT DECLARATION FORM (Type 1)**

I have read and accept the conditions of entry in the event declaration form (type 1) attached.

Signed ..... Date .....