

125 Class Victorian Championship 2020
Heron Class Victorian Championship 2020
Pacer Class Victorian Championship 2020

NOTICE OF RACE

Organising Authority: St Leonards Yacht Club & Motor Squadron

1001 Lower Bluff Rd. St Leonards. Vic.

in conjunction with:

125 Class Association – Victorian Division,

Heron Class Association – Victorian Division, and

Pacer Class Association – Victorian Division

7th March 2020 to 9th March 2020

[NP] Means a breach of this rule will not be grounds for a protest by a boat.

[DP] Means a rule for which the penalty is at the discretion of the jury.

1. Rules

- 1.1. The Regatta will be governed by the rules as defined in The Racing Rules of Sailing and the Special Regulations of the Australian Sailing (AS) Part 2 for Off-the-Beach boats.
- 1.2. The sailing instructions will consist of the instructions in RRS Appendix S, Standard Sailing Instructions, and supplementary sailing instructions that will official notice board at the Club..
- 1.3. Appendix T: Arbitration shall apply.

2. Advertising

Boats may be required to display advertising chosen and supplied by the organising authority. If this rule is broken, World Sailing Regulation 20.9.2 applies. [DP]

3. Eligibility and Entry

- 3.1. The regatta is open to boats of the 125, Heron and Pacer classes
- 3.2. Eligible boats may enter by completing the Entry Form and sending it with the required fee or payment by EFTPOS, to the Class Association by 10:00 Saturday 7th March 2020.
- 3.3. Skippers and Crew members shall be AS Card holders and be financial members of the appropriate Class association
- 3.4. Divisions
 - 3.4.1. 125 Class:
 - a) Open: One nominated Skipper and one nominated crew
 - b) JAM: (Jib and Main Only) One nominated Skipper and up to three nominated crew
 - c) A Minimum of two (2) JAM entries are required for a series.
 - 3.4.2. Pacer Class
 - 3.4.3. Heron Class

4. Fees

- 4.1. Heron Class: The fees payable are listed on the entry form. Please complete the form and forward it with payment to the class association as listed.
- 4.2. 125 Class: The fees payable are listed on the entry form. Please complete the form and forward it with payment to the class association as listed
- 4.3. Pacer Class: Enter via this link: <https://www.trybooking.com/586520>.

5. Schedule

Day / Date	Event	Time / First Warning Signal
Saturday 7 March	Registration	10.00 – 12.00
Saturday 7 March	Racing	13:55
Sunday 8 March	Racing	11:55
Monday 9 March	Racing	09.30
Monday 9 March	Presentations	PM

On the last day of racing, no warning signal will be made after 13:30

6. Measurement

- 6.1. Each boat may be requested to produce a valid measurement certificate at registration
- 6.2. Boats failing to notify the Race Committee prior to racing that its Sail Number has changed from that previously advised shall be scored Did Not Compete (DNC) without a hearing. This changes RRS G4, 63, A4 and A5

7. Sailing Instructions

Supplementary Sailing Instructions will be available at Registration

8. Venue

Racing will be conducted Port Phillip, adjacent to St Leonards Yacht Club & Motor Squadron

9. The Courses

The courses will be described in the Supplementary Sailing Instructions

10. Penalty System

- 10.1. RRS 44.1 is changed so that the Two-Turns penalty is replaced by the One-Turn penalty.
- 10.2. Any boat still racing when the time limit expires will be scored points equal to the number of boats that have finished plus 1. Such boats will be scored Time Limit Expired (TLE). This changes RRS 35, A4.2 and A5.

11. Scoring

- 11.1. Six (6) races are scheduled of which two (2) races are required to constitute a series
- 11.2. When fewer than five (5) races have been completed, a boat's series score shall be the total of her race scores.
- 11.3. When five (5) or more races have been completed, a boat's series score will be the total of her race scores excluding her worst score.

12. Support Boats [NP]

- 12.1. Except when requested by the race committee to participate in rescues, team leaders, coaches and other support vessels shall stay outside the starting area and areas where boats are racing, from the time of the preparatory signal for the first start until all boats have finished or retired, or the race committee signals a postponement, general recall or abandonment.
- 12.2. Areas where boats are racing is defined as inside the course and within 100 meters of any mark, starting line or finishing line. [DP]
- 12.3. All support boats must carry a working VHF radio capable of monitoring the race management communication channel.

13. Prizes

Prizes will be given by the Class Association as follows:

13.1. 125 Class

Open Division	1 st , 2 nd , 3 rd
JAM	1 st
Handicap	1 st
Junior Division (skipper under 18 as at 7 March 2020)	1 st
Masters Trophy Division (skipper over 55 as at 7 March 2020) –	1 st
Ladies Trophy	1 st
Wooden boat	1 st

13.2. Pacer Class

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

13.3. Heron Class

Open Division	1st, 2nd, 3rd
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14. Disclaimer of Liability

Competitors participate in the regatta entirely at their own risk. See RRS 4, Decision to Race. The organising 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 \$5 million per incident or the equivalent

16. Further Information

St Leonards Yacht Club.

Vice Commodore	Mark Bell	0458 060 956	mailto:mandm5658@gmail.com
Commodore	Glenn Wilson	0414 351 095	mailto:glennwilson33@bigpond.com

Conditions of entry and disclaimer of liability

I acknowledge and agree that:

1. In this Event application and declaration: "**Club**" means and includes: Pacer Victoria and St Leonards Yacht Club & Motor Squadron and their 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.