



**ALTONA YACHT CLUB Inc.**  
**NOTICE OF RACE**  
**4th AUSTRALIA DAY REGATTA**  
**26<sup>th</sup> Jan 2009**

**1 RULES**

- 1.1 The regatta will be governed by the rules as defined in *The Racing Rules of Sailing*.
- 1.2 The Prescriptions and Special Regulations of Yachting Australia Inc will apply.
- 1.3 Racing rules 28.1, 35, 44.2, 60.1(a), 61.3 & 62.2 will be changed for this event. These changes will be shown within the Sailing Instructions.

**2 ELIGIBILITY AND ENTRY**

- 2.1 The regatta is open to all Off the Beach and Trailable boats.

**3 FEES**

- 3.1 The regatta fee is \$20.00 per boat and is to be included with the Event Entry Form. This fee will cover entry into all regatta races. There will be a 'Per Race/Pro Rata fee system of \$5 per race to cater for those sailors who are unable to compete in the whole regatta. To assist with planning, all entries must be received by the Race Officer no later than the last post of 21 Jan 2008. Any entries recieved after this date may be entered at the discretion of the Race Officer.
- 3.2 A free Happy Hour & BBQ will commence at approx 1800hrs on the 25<sup>th</sup> Jan.

**4 SCHEDULE**

- 4.1 Dates and Timings of the events:

<u>Date</u>	<u>Start</u>	<u>Race No:</u>
26 Jan	1000	1 & 2
	1330	3, 4 & 5

- 4.2 The scheduled time of the warning signal is 1000.
- 4.3 No warning signal will be made after 1700 unless otherwise advised to competitors on the official notice board.

5 **SAILING INSTRUCTIONS**

The sailing instructions are available online, and can also be received by contacting the Race Officer, otherwise copies will be available on the day at the event.

6 **VENUE**

The racing area shall be within Altona Bay.

7 **THE COURSES**

7.1 The course diagrams for each division will be displayed on the white board at the entrance to the boat shed approx 45 minutes prior to race start. To facilitate optimum sailing for the conditions of the day, the actual course layout and length will be set at the discretion of the Race Officer.

7.2 This regatta will not be using standard format racecourses (e.g. windward/return, or triangle). More likely courses could be combinations of Trapezoids, reaches, or squares.

7.3 A special feature of this Regatta will be where Race 5 will be an individually timed 'Drag Race'. Where a reaching course consisting of a start line (with windward/leeward markers forming a gate) and a finish line (with windward/leeward markers forming a gate), with each boat being called forward individually and timed for **one** run between the two lines.

8 **PENALTY SYSTEM**

8.1 The penalties are as follows: A boat that may have broken a rule of Part 2 while racing may take a penalty at the time of the incident. Her penalty shall be a 720 degree Turns Penalty. However, if she caused serious damage or gained a significant advantage in the race or series by her breach she shall retire.

8.2 A boat that has taken a penalty or retired under rule 31.2 or 44.1 shall acknowledgement this by noting their action on the Sign On/Off form at the race office, within the protest time limit.

8.3 For all multi-hulls rule 44.2 is changed so that the 720-degree turn is replaced by a 360-degree turn.

9 **SCORING**

9.1 The Low Point scoring system shall be applied, utilising YV yardsticks. For conversion purposes, Trailable CBH's shall be converted to yardsticks in accordance with the methods stipulated by YV.

9.2 All race results are to be counted towards the regatta final results. There will be no drops, and two races must be completed to consist a series.

10. **RADIO COMMUNICATION**

A boat shall neither make radio transmissions while racing nor receive radio communications not available to all boats. This restriction also applies to mobile telephones.

11 **PRIZES**

11.1 Prizes shall be awarded to the winners of each individual racing division. Depending on the number of entrants in each racing division, more prizes may be made available. A regatta result ceremony will take place 30 minutes after the last boat has come ashore after Race 5, with the regatta results and prizes being announced then.

11.2 Placing's will be determined using the current yardstick calculation table published by Yachting Victoria.

12 **DISCLAIMER OF LIABILITY**

Competitors participate in the regatta entirely at their own risk. See rule 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.

13 **INSURANCE**

Each participating boat shall be insured with valid third-party liability insurance with a minimum cover of \$5 million per event or the equivalent. Evidence of participating boat's insurance is to be attached to the regatta entry form.

14 **FURTHER INFORMATION**

For further information please contact:

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**ALTONA YACHT CLUB Inc.**  
**ENTRY FORM**  
**4th AUSTRALIA DAY REGATTA**  
**26<sup>th</sup> Jan 2010**

**Yachting Australia Membership Number:**

**Title:** \_\_\_\_\_ **Gender:** M / F

**First Name:** \_\_\_\_\_

**Surname:** \_\_\_\_\_ **Date of Birth:** / /

**Street Address:** \_\_\_\_\_

\_\_\_\_\_  
**Postcode:**

**Email:** \_\_\_\_\_

**Phone: (H)** \_\_\_\_\_ **Phone: (W)** \_\_\_\_\_

**Mobile:** \_\_\_\_\_

**Emergency Contact Name:** \_\_\_\_\_

**Emergency Contact Phone Number: (H)** \_\_\_\_\_

**Phone: (W)** \_\_\_\_\_ **Mobile:** \_\_\_\_\_

**Boat Details**

**Division:** Trailable / Off the Beach Dinghy / Off the Beach Cat / Sailboard

**Boat Owner:** \_\_\_\_\_

**Boat Class:** \_\_\_\_\_ **Hull Color:** \_\_\_\_\_

**Sail Number:** \_\_\_\_\_ **Boat Name:** \_\_\_\_\_

**Handicap Details:** Keel / Trailable / OTB – Dinghy / Cat

**Safety Category** \_\_\_\_\_

**Crew for Boat:** (if applicable)

No	YA No	Name	Gender	Date of Birth	Next of Kin Name & Phone
1:					
2					
3:					

**Details of Insurance Policy**

**Company:**

**Policy Number:**

**Public Liability Insurance Cover \$**

**Expiry Date:**

**How did you hear about this event:**

Email / Mail / Club noticeboard / Club website / Class website / YV calendar

**Payment Details**

**Cheque attached:** Yes No

**Conditions of Entry**

I acknowledge and agree that:

1. In this Event application and declaration: **"Club"** means and includes: (insert name of Club / Association conducting Event)

\_\_\_\_\_ 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:

- 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
- 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

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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:**