

Top Of The Bay Interclub Challenge 2019

Saturday 9th February 2019

**at
Port Melbourne Yacht Club**



NOTICE OF RACE

INVITATION

The Port Melbourne Yacht Club Incorporated (PMYC) as the Organising Authority in conjunction with

Albert Park Yacht Club
Albert Sailing Club
Altona Yacht Club
Elwood Sailing Club and
Williamstown Sailing Club

invites entries to the Top Of The Bay Interclub Challenge to be conducted on the waters of Port Phillip on Saturday 9th February 2019.

1. RULES

The regatta will be governed by the rules as defined in The Racing Rules of Sailing, the Special Regulations of Australian Sailing (AS), the Yardstick Rules of Australian Sailing and the Port of Melbourne Corporation (PoMC) Regulations.

2. ADVERTISING

Boats may be required to display advertising chosen and supplied by the Organising Authority.

3. ELIGIBILITY AND ENTRY

3.1 The regatta is open to all classes with an official 2018/19 AS Yardstick or converted CBH that are on the register of one of the Participating Clubs.

3.2 Each competitor shall be a member of a Club affiliated to a MYA and an Australian Sailing Card holder.

3.3 No entry fees apply for yachts from the Participating Clubs.

3.4 Entries close 12:30pm 9th February 2019. Late entries may be accepted at the sole discretion of the Race Committee.

3.5 Eligible boats may enter by completing the attached form and lodging it with any Participating Club.

3.6 Participating Clubs will email the PMYC race office (rmt@pmyc.asn.au) details of their respective entries, namely club, sail number, boat name, class, division and skipper name by 12:45pm on the race day.

3.7 Non eligible boats may be permitted to race on the payment of a race fee of \$10.00 and will be recognised as an entrant but will not be included in any Participating Club's team score.

4. DIVISIONS

Racing will be in separate divisions based on AS Yardstick.

5. SCHEDULE

Saturday 9th February 2019. First Warning Signal will be no earlier than 1400 hours.

The intention is that subsequent divisions will follow at 5 minute intervals but signals from the official start boat will prevail

6. SAILING INSTRUCTIONS

The Sailing Instructions will be available by 8th February 2019 on the PMYC website or from the PMYC race office on the race day.

7. VENUES

7.1 Racing will be conducted on the waters of Port Phillip.

7.2 The Venue will be the Port Melbourne Yacht Club.

8. THE COURSE

The course to be sailed will be multiple roundings of a common triangular course. The course details will be described in the Sailing Instructions.

9. PENALTY SYSTEM

For the Multi-Hull classes only, rule 44.1 is changed so that the Two-Turns Penalty is replaced by the One-Turn Penalty.

10. SCORING

10.1 Each boat's elapsed time will be corrected by the AS Yardstick or converted CBH to give its corrected time.

10.2 Each boat's corrected time will be reduced to one standard triangle giving its Average Corrected Time (ACT) per triangle.

10.3 A Multihull Correction Factor (MCF) will be arrived at by dividing the sum of the 6 lowest ACTs for monohulls by the sum of the 6 lowest ACTs for multihulls.

10.4 The ACT for each multihull will then be corrected by multiplying it by the calculated MCF.

10.5 A boat that has submitted an entry for the race, but does not start (DNS) will not be counted as an entrant when determining its Club's score.

10.6 A boat which starts, but does not finish (DNF) or a boat which finishes but retired after finishing, will be allocated an ACT equal to the highest ACT of any boat classed as a finisher, and will be counted as an entrant when determining its Club's score.

10.7 Any boat which is disqualified will be allocated an ACT ten percent greater than that of the highest ACT of any boat classed as a finisher, and will be counted as an entrant when determining its Club's score. A boat disqualified under rule 2, Fair Sailing, rule 3, Acceptance Of The Rules, and rule 42, Propulsion, shall have its result counted as part of its Club's score under 10.8 and 10.9.

10.8 The results to be counted in each Club's score will comprise the greater of 10 results or 75% of that Club's results to nearest whole number upwards.

A minimum of 10 results are necessary to be eligible for the trophy.

10.9 Each Club's score will be calculated as the average of the lowest corrected ACT's for those results to be counted.

This changes Rule A2.

11. PRIZES

The event is an annual challenge between clubs at the top of Port Phillip and is held in accordance with the Trust Deed. A trophy will be presented to the winning club team after completion of the event, to be held by that Club until the next challenge.

12. DISCLAIMER OF LIABILITY

12.1 All those taking part in races conducted by the PMYC do so at their own risk and responsibility.

12.2 PMYC is not responsible for the seaworthiness of a boat whose entry is accepted or the sufficiency or adequacy of its equipment.

12.3 PMYC is not responsible for any damage or injury, either ashore or at sea, to persons or boats which might result from participating in races conducted by the PMYC.

12.4 Competitor attention is drawn to RRS Fundamental Rule 3:

Fundamental Rule 3 – Acceptance of the Rules:

"By participating in a race conducted under these racing rules, each competitor and boat owner agrees

(a) to be governed by the rules;

(b) to accept the penalties imposed and other action taken under the rules, subject to the appeal and review procedures provided in them, as the final determination of any

matter arising under the rules; and

(c) with respect to any such determination, not to resort to any court of law or tribunal.”

12.5 Competitors participate in the regatta entirely at their own risk. See RRS Fundamental 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.

Fundamental Rule 4 - Decision to Race:

“The responsibility for a boat’s decision to participate in a race or to continue racing is hers alone.”

13. INSURANCE

All competing boats shall carry as a minimum, valid Third Party Liability insurance with racing risk, to the minimum value of \$5,000,000 per incident or the equivalent.

14. REGATTA OFFICES

The regatta office will be situated at the:

- Port Melbourne Yacht Club, end of Bay Street, Port Melbourne VIC 3207

15. FURTHER INFORMATION

The canteen/bar will be open at PMYC.

Off the Beach Boat Trailers can be separated from cars and the trailers placed on the beach at PMYC.

On-street parking is available for cars; fees apply at PMYC.

Port Melbourne Yacht Club Inc.

Phone: +61 3 9645 3107

Email: office@pmyc.asn.au

Location: Beach Street, Port Melbourne VIC 3207

Top of The Bay Interclub Challenge 2019

ENTRY FORM

Please tick your club:

Albert Park Yacht Club	<input type="checkbox"/>	Elwood Sailing Club	<input type="checkbox"/>
Albert Sailing Club	<input type="checkbox"/>	Port Melbourne Yacht Club	<input type="checkbox"/>
Altona Yacht Club	<input type="checkbox"/>	Williamstown Sailing Club	<input type="checkbox"/>

If not a member of a participating club, a visitor's fee of \$10 is payable.

Visitor's Club:

Australian Sailing Membership Number: Gender: M / F

First Name: Surname:

Date of Birth (if under 18 years of age): / /

Street Address:

..... Postcode:

Emergency Contact Name:

Emergency Contact Phone Numbers: (H) (W)

Mobile:

The yacht is currently insured (policy number))

for period ending .../.../... and insured with

Boat Class: _____ Sail No: _____
(e.g.: Laser / Laser Radial / Hobie 16 / HobieTurbo)

Boat Name: _____

Skipper: _____

Crew: _____

Club Where
Launching: _____

Top Of The Bay Interclub Challenge 2019

ENTRY DECLARATION

I acknowledge and agree that:

1. In this Event application and declaration: "Club" means and includes (participating clubs): **Albert Park Yacht Club; Albert Sailing Club; Altona Yacht Club; Elwood Sailing Club; Port Melbourne Yacht Club; Williamstown Sailing Club** and respective 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 against the Club under any right expressly conferred by its 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. 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.
3. **This document cannot be amended.** If I do amend it my application will be null and void. It cannot be accepted by the Club.
4. **The Event rules & this declaration** comprise a contract between me and the Club and are necessary and reasonable to promote and conduct the Event.
5. **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.
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 membership 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:
 - (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 to the extent permitted by law 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. I acknowledge that the photographs are owned by the Club using my name, image, likeness and also my performance in the Event, at any time, to promote the Event or the Club activities by any form of media.
12. **Severance:** If any provision of this membership 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 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 Australian Sailing Limited and that it is my responsibility to ensure all equipment required under these prescriptions and my declared safety category is 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 is under 18 years of age)

Name:

Date:

RETURN TO: REGISTRATION REPRESENTATIVE AT A PARTICIPATING CLUB
Or EMAIL: rmt@pmc.asn.au