

PMYC 125th OPEN & WOMEN'S REGATTAS

**Saturday 28th February 2015 and
Sunday 1st March 2015**

Port Melbourne Yacht Club Inc.



NOTICE OF RACE

INVITATION

The Port Melbourne Yacht Club Incorporated (PMYC) as part of its 125th Anniversary Year Celebrations invites entries to the 125th Open & Women's Regattas to be conducted on the waters of Port Phillip - Hobsons Bay on the 28th February 2015 and 1st March 2015.

1. RULES

1.1 The regattas will be governed by the rules as defined in The Racing Rules of Sailing, the Special Regulations of Yachting Australia (YA) and the Yardstick Rules of Yachting Victoria (YV).

2. ADVERTISING

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

3. ELIGIBILITY

3.1 The regatta is open to all Off the Beach class boats.

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

4. DIVISIONS

Racing will be in separate divisions based on YV Yardstick. The Organising Authority reserves the right to amend the divisional break points to adjust fleet sizes dependent on entries. Final fleet listings will be published prior to the event.

5. ENTRY FEE

5.1 Eligible boats may enter and pay the required fee by completing the attached entry form and lodging it at the registration desk at PMYC.

5.2 The entry fee is \$20 per boat. Club boats from PMYC are exempt from this fee.

5.3 Entries close 12:30pm 28th February 2015. Late entries may be accepted at the sole discretion of the Race Committee.

6. SCHEDULE

Date	Number of Races	Time of first Warning Signal
28 th February 2015	2	14:00
1 st March 2015	2	11:00

7. SAILING INSTRUCTIONS

The Sailing Instructions will be available by 27th February 2015 on the PMYC website or from the regatta office on the race day.

8. VENUES

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

8.2 The Venue will be the Port Melbourne Yacht Club.

9. THE COURSES

The courses to be sailed will be described in the Sailing Instructions.

10. 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.

11. SCORING

11.1 Four (4) races are scheduled, of which two (2) races are required to be completed to

constitute a series.

11.2 Each boat's series score shall be the total of her race scores. This changes Rule A2.

12. PRIZES

Prizes will be presented for each Division with more than 5 entries.

13. DISCLAIMER OF LIABILITY

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

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

13.3 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 PMYC.

13.4 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."

13.5 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."

14. 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.

15. REGATTA OFFICES

The regatta office will be situated at the:

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

16. 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

ENTRY DECLARATION

I acknowledge and agree that:

1. In this Event application and declaration: **"Club"** means and includes: Port Melbourne Yacht Club Incorporated 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 re-supply 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 is 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 is under 18 years of age)

Name:

Date:.....