



# NOTICE OF RACE

## AUSTRALIAN MUSTO PERFORMANCE SKIFF WEEK

6<sup>th</sup> – 10<sup>th</sup> January 2010  
Black Rock Yacht Club  
Half Moon Bay, Black Rock, Victoria, Australia

The Australian Musto Performance Skiff Week will be organised by the Black Rock Yacht Club, in co-operation with the Australian Musto Performance Skiff Class Association.

### NOTICE OF RACE

#### 1 RULES

- 1.1 The regatta will be governed by The *Rules* as defined in *The Racing Rules of Sailing*.
- 1.2 No national authority prescriptions will apply.
- 1.3 The Equipment Rules of Sailing will apply.

#### 2 ADVERTISING

The event is classified Category 'C'

#### 3 ELIGIBILITY AND ENTRY

- 3.1 The Championship is open to all boats of the Musto Performance Skiff Class that meet with the obligations of the Class Rules and their National Authority.
- 3.2 Eligible boats may enter by completing the entry form and sending it, together with the required fee, to Black Rock Yacht Club by 8pm Friday 18<sup>th</sup> December 2009.

#### 4 CLASSIFICATION

The ISAF Eligibility Code will apply.

#### 5 FEES

The Entry Fee will be AUD\$110 (including gst).  
Entry fees should be made by credit card, cash or cheque payable to Australian Musto Performance Skiff Class Association. Credit Card payment will be accepted by completing details on Entry Form, entries will not be valid until payment is received.

Bank details for direct transfer:  
Australian Musto Performance Skiff Association  
Bank of Queensland  
Swift Code: QBANAU4B  
BSB: 123-610  
Account No.: 20872639

Please supply sail no. details and name with entry fee payment.

#### 6 SCHEDULE

- 6.1 Registration & Measurement:  
Wednesday 6<sup>th</sup> January 2010 10am – 5pm
  - 6.2 Racing Schedule:  
Wednesday 6<sup>th</sup> January 2010 *training day*  
Thursday 7<sup>th</sup> January 2010 *training and max 3 races per day*  
Friday 8<sup>th</sup> January 2010 *training and max 3 races per day*  
Saturday 9<sup>th</sup> January 2010 *max 3 races per day*  
Sunday 10<sup>th</sup> January 2010 *max 3 races per day*
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- 6.3 The scheduled time of the warning signal for the first race each day is 1100 hours. Training and race times may vary depending on prevailing weather conditions.

## 7 MEASUREMENTS

- 7.1 The Organisers may weigh, measure or inspect any boat and or her equipment and sails before, during or after the races.
- 7.2 Registration of sails and limitation stamping will take place during periods stated in 7.1 above.  
**THERE WILL BE NO FACILITIES FOR INITIAL MEASUREMENT.**
- 7.3 Chartered or loaned boats shall display the National letters and sail numbers of the helmsman.

## 8 SAILING INSTRUCTIONS

The Sailing Instructions will be available from Black Rock Yacht Club website [www.bryc.yachting.org.au](http://www.bryc.yachting.org.au), and at Registration.

## 9 VENUE

- 9.1 The racing will be held on the waters of Port Phillip, adjacent to Black Rock Yacht Club.

## 10 THE COURSES

The course to be sailed will be windward-leeward configuration with fleet racing. Spreader marks and leeward gates shall be used.

## 11 PENALTY SYSTEM

- 11.1 Rules 44.1 and 44.2 are changed so that only one turn, including one tack and one gybe, is required.

## 12 SCORING

- 12.1 The Low Point System of Appendix 'A.4.1' will apply.
- 12.2 5 races are required to be completed to constitute a series.
- 12.3 (a) When fewer than 6 races have been completed, a boat's series score will be the total of her race scores.
- (b) When from 6 to 12 races have been completed, a boat's series score will be the total of her race scores excluding her worst score.

## 13 BUOYANCY

All competitors shall wear, while afloat, an approved personal flotation device which is in good condition and is in accordance with the specifications issued or approved by a national authority affiliated to the International Sailing Federation, or a standards organisation, or certification authority, recognised for the purpose by its respective government.  
Attention is drawn to RRS Fundamental Rule 1.2

## 14 PRIZES

The prizes will be given as follows, subject to entry numbers in each category:  
1<sup>st</sup>, 2<sup>nd</sup> & 3<sup>rd</sup> Overall  
1<sup>st</sup>, 2<sup>nd</sup> & 3<sup>rd</sup> Handicap  
Other prizes may be awarded at the discretion of the organising committee.

## 15 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.

## 16 INSURANCE

The boat is required to hold adequate third-party insurance, and it is the owner or owner's representative's sole and inescapable responsibility to ensure that the insurance is in place and is adequate. All boats competing in the Skiff Regatta shall have third party insurance cover of not less than AUD \$5,000,000 or equivalent thereof in any other currency for any accident.  
All owners/competitors who sign the Entry Form are deemed to have made a declaration that they hold such cover.

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**20 TELEVISION & PHOTOGRAPHERS' RIGHTS**

Competitors give absolute right and permission for video footage or photographs of themselves or their boat to be published in any media for press, editorial or advertising purposes.

**21 FURTHER INFORMATION**

For further information, please contact:

Richard Ekberg [richardekberg@optusnet.com.au](mailto:richardekberg@optusnet.com.au)  
+61 3 9502 0527  
PO Box 141 Black Rock Victoria Australia 3193

Black Rock Yacht Club [bryc\\_hmb@bigpond.net.au](mailto:bryc_hmb@bigpond.net.au)  
+61 3 9598 0570  
PO Box 12 Black Rock Victoria Australia 3193

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## Entry Form

Yachting Australia Membership Number:			
First Name:		Surname:	
Gender	M / F	Date of Birth:	/ /
Street Address:			
			Postcode:
Email:			
Phone: (H)		Mobile: (W)	

Emergency Contact Name:			
Emergency Contact Phone Number: (H)			
Phone: (W)	Mobile:		

## Boat Details

Boat Owner:			
Boat Class:			
Sail Number:	Name:		
Hull Colour:			

## Details of Insurance Policy

Company:		Policy Number:	
Public Liability Insurance Cover	\$	Expiry Date:	

## Payment Details

Entry fee shall be: **AUD\$110.00**

Cheque attached:	Yes	No
Credit Card:	Visa / Mastercard <b>Please charge my card the amount of :\$</b>	
Credit Card Number:		
Expiry Date on card:		Name on card:

Bank details for direct transfer:  
 Australian Musto Performance Skiff Association  
 Bank of Queensland  
 Swift Code: QBANAU4B  
 BSB: 123-610  
 Account No.: 20872639

## Conditions of Entry

### I acknowledge and agree that:

1. In this Event application and declaration: "**Club**" means and includes: Black Rock 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 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.

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

**Name:** .....

**Date:** .....

**Please return this completed entry form with signed conditions of entry to:**

Australian Musto Performance Skiff Championships  
c/- Black Rock Yacht Club Inc.  
PO Box 12, Black Rock, Victoria Australia 3193  
Fax: (03) 95210363