

CHARITY SAILING day!

24 MARCH 2017

Brookfield

Principal Sponsor

ROYAL BRIGHTON YACHT CLUB

PROPERTY INDUSTRY FOUNDATION

PROPERTY INDUSTRY FOUNDATION CHARITY SAILING CHALLENGE

Friday March 24, 2017

In support of homeless and at-risk young people

Event Patron: John Bertrand AO

The Organising Authority is the Royal Brighton Yacht Club Inc (RBYC)

NOTICE OF RACE

1 RULES

The regatta will be governed by the rules as defined in *The Racing Rules of Sailing (RRS)* and the Prescriptions and Special Regulations of Australian Sailing (AS) shall apply.

2 ELIGIBILITY AND ENTRY

2.1 Entry is open to any boats on the register of RBYC or any other organisation affiliated with Australian Sailing that has provided a current declaration of compliance, equipment checklist and evidence of current insurance.

2.2 Boats may enter by lodging a completed entry form (see attached) with the RBYC Sailing Office or emailing a completed official entry form to sailing@rbyc.org.au prior to March 10, 2017.

2.3 All skippers and crew of boats entered are considered honorary day members of RBYC.

3 FEES

Entry is free for boats made available for crewing by corporate groups.

4 SCHEDULE

4.1 A briefing for skippers and participants will be held at 10am on March 24, 2017.

4.2 The PIF Charity Sailing Challenge Race is scheduled to start at 2pm.

5 SAFETY

5.1 The Australian Sailing Special Regulations Part 1, Sections 1 – 6, shall apply. Section 6.01.2 Routine Training states that it is recommended that crews should practice safety routines at reasonable intervals, including the drill for man-overboard recovery.

5.2 The PIF Charity Sailing Challenge Race is designated Safety Category 6.

5.3 Owners providing boats for crewing by corporate groups shall ensure that an experienced skipper, and a minimum of one experienced crew member, are in charge of the vessel at all times.

5.4 Personal flotation devices shall be worn at all times by all crew members on boats without fitted lifelines.

5.5 Personal flotation devices shall be worn at times of heightened risk in accordance with Victorian Legislation.

5.6 All boats shall lodge a Declaration of Compliance and Equipment Checklist covering the appropriate safety category prior to racing.

5.7 A boat that retires from a race shall notify the race committee as soon as possible.

5.8 While racing, no anchors shall be carried on deck forward of the stem or with any part protruding outboard.

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- 6 SAILING INSTRUCTIONS**

Sailing Instructions will be available from the RBYC website and from the Club prior to commencement of the race.
- 7 VENUE**

Racing will be conducted on the waters of Port Phillip in the vicinity of Middle Brighton Pier.
- 8 THE COURSES**

The courses to be sailed will be described in the Sailing Instructions.
- 9 HANDICAPS**

Performance handicaps will be determined at the sole discretion of the RBYC Handicapper and published prior to the race.
- 10 SCORING**

The Low Points Scoring System specified in Appendix A will apply.
- 11 RADIO COMMUNICATION**
 - 11.1** Except in an emergency, 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.
 - 11.2** RBYC Race Control will monitor and use VHF Channel 77 during races. It is recommended that all boats monitor VHF Channels 77 and 16.
- 12 PRIZES**

Prizes may be awarded at the discretion of the Organising Authority.
- 13 DISCLAIMER OF LIABILITY**

Competitors participate in the regatta entirely at their own risk. See rule 4, Decision to Race. The organizing 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.
- 14 MEDIA RIGHTS**

By participating in these races, competitors automatically grant to Royal Brighton Yacht Club and its sponsors, the right in perpetuity to make, use and show, from time to time at their discretion, any photographs, motion pictures and live, taped or filmed television and other reproductions of the competitor during the period of the races without compensation.
- 15 INSURANCE**

Each participating boat shall be insured with valid third-party liability insurance with a minimum cover of AUD \$10 Million per incident or the equivalent.
- 16 FURTHER INFORMATION**

Royal Brighton Yacht Club
Telephone: 03 9592 3092
Email: sailing@rbyc.org.au
Website: www.rbyc.org.au

Property Industry Foundation
Telephone: 03 9654 8692
Email: eventsvic@pif.com.au
Website: www.rbyc.org.au

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Terms and Conditions of Entry

I hereby apply to compete in an event organised by Royal Brighton Yacht Club. In so applying and in consideration of my application for the event being accepted I acknowledge and agree that:

1. The "Club" means Royal Brighton Yacht Club Inc and its respective directors, officers, servants or agents responsible for offering the event that I am seeking to enter or register for.
2. 'Australian Sailing' for the purposes of this application and declaration means and includes Australian Sailing and its respective directors, officers, servants or agents.
3. "State Associations" means the state or territory yachting association and its respective directors, officers, servants or agents which is a constitutional member of Australian Sailing.
4. If accepted I will be permitted to compete in the event subject to complying with the terms and conditions of the race documents, this declaration and any reasonable direction issued by the event organisers or their representatives.
5. The event rules and this declaration comprise a contract between me and the Club.
6. Warning: Participation in the event can be inherently dangerous. Risks including but not limited to overexertion, equipment failure, dehydration, serious accidents, weather conditions, water quality and shark attack can and do happen which may result in me being personally injured or my property being damaged. I have voluntarily read and understood this warning and accept and assume the inherent risks in the event. If required, the Club will arrange medical or hospital treatment (including ambulance transportation). 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.
7. Exclusion of Liability: Except where provided or required by law and such cannot be excluded, I agree that it is a condition of my registration on the event (if accepted) that the Club is absolved from all liability however arising from injury or damage however caused (whether fatal or otherwise) arising out of my participation in the event.
8. Release and Indemnity: In consideration of the Club accepting my application for entry to the event, I:
 - (a) release and forever discharge the Club, Australian Sailing and its State Associations 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 hold harmless the Club, Australian Sailing and its State Associations 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.
9. In this clause 'Claims' means and includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising but does not include a claim in respect of any action, suit, etc made by any person entitled to make a claim under a relevant event or Club insurance policy.
10. Fitness to Participate: I declare that I am and must continue to be medically and physically fit and able to participate in the event. Should I suffer from an allergy and/or require medication for a pre-existing condition I shall fully declare all necessary details to the Club. I am not and must not be a danger to myself or to the health and safety of others. 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.
11. Privacy: I understand that the information I have provided is necessary for the conduct of the event and for the Objects of the Club, Australian Sailing and its State Associations. I acknowledge and agree that the information provided will only be used by the Club, Australian Sailing and its State Associations to facilitate the conduct of the event and other activities conducted by the Club, Australian Sailing or its State Associations.
12. I acknowledge and consent to photographs and videos being taken of me during participation in event activities and authorise the Club, Australian Sailing and its State Associations to use such photographs and videos for promotional or other sailing and boating development and marketing purposes without my further consent being obtained. Further, I consent to the Club, Australian Sailing and its State Associations using my name, image, likeness and performance in any Club, Australian Sailing or State Association activities, at any time, to promote the Club, Australian Sailing or its State Associations by any form of media.
13. I understand that I will be able to access my information through the Club, Australian Sailing or the relevant State Association.
14. I acknowledge that the Club and Australian Sailing may also use my personal information in accordance with the Australian Sailing Privacy Policy. I may advise Australian Sailing if I do not wish to receive information from Australian Sailing or any Australian Sailing sponsors or third parties.
15. Prevailing conditions: The event and the conduct of, and participation in the event will be affected by weather and associated conditions.
16. Given there is often an element of the 'luck of the prevailing conditions' in entering in the event, I acknowledge and agree that the event organisers cannot control weather and associated conditions.

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17. Where the applicant for the event is under 18 years of age the parent or guardian of the applicant expressly agrees to be responsible for the applicant's behaviour and agrees to personally accept the conditions set out above including the provision of a release and indemnity in the terms set out above.

Code of Conduct

Australian Sailing places great value on the time and commitment all participants invest and will not accept behaviour which breach the Racing Rules of Sailing or the relevant Code of Conduct detailed in its Member Protection Policy. The key expectations are to:

- Encourage participants to play by the rules and respect the officials decisions and that of the event or event organiser;
- Abide by the law;
- Appreciate good performances and the skill of all participants;
- Support all efforts to remove verbal and physical abuse from activities; and
- Respect the rights, dignity and worth of every participant regardless of their gender, ability, cultural background or religion.

Refund Policy

Unless otherwise specified by the Club if an individual cancels their participation in the event, then the refund policy is set out below:

- Notice period of Cancellation - Greater than 7 days prior to the event: 100% refund of the course fee less an administrative fee of A\$50
- Notice period of Cancellation - Less than 7 days but more than 24 hours: 50% refund of the event fee less an administrative fee of A\$50
- Notice period of Cancellation - Less than 24 hours or failure to attend: No refund
- The Notice period of Cancellation for the event is prior to the first racing session of the event. Once the event has commenced you cannot cancel your participation and you will be liable for the entire fee whether you attend all or some part(s) of the event.

I acknowledge that if my application to enter the event is successful, I will be entitled to participate in the event.

SIGNATURE

I have read, understood, acknowledge and agree to the above declaration including the warning, exclusion of liability, release and indemnity.

Applicant Signature: _____ Date: _____

Guardian Consent (for all persons under 18 years)- I hereby certify and agree that all of the information contained in the Applicants declaration above is true and accurate. I authorise and consent to the applicant's participation in the above event and agree to be independently bound by all of the terms of entry as set out above.

Guardian Signature: _____ Date: _____

Relationship to Applicant: _____