

FRANKSTON YACHT CLUB

EST. 1937

A.B.N. 16 723 152 151
Long Island Drive, Frankston 3199
(Formerly Foreshore Road)
P.O. Box 8 Frankston Vic 3199
Telephone: (03) 9783 7784 Facsimile: (03) 9783 4089

2017 Formula 18 Catamaran Victorian Championship and 2017 F16 Catamaran Victorian Championship

NOTICE OF RACE

11th – 13th March 2017 Organising Authority

The Frankston Yacht Club Inc in conjunction with the Victorian
Formula 18 Catamaran Association and the Australian F16
Association

Venue

Frankston Yacht Club Inc
Frankston, Victoria
Australia



FRANKSTON

Enjoy EVERY MOMENT

1 RULES

- 1.1 The regatta will be governed by the rules as defined in *The Racing Rules of Sailing*.
- 1.2 The Australian Sailing Special Regulations Part 2 Off the Beach Boats shall apply.
- 1.3 Appendix T, Arbitration, and the Equipment Rules of Sailing will apply.
- 1.4 The sailing instructions will consist of the instructions in RRS Appendix S, Standard Sailing Instructions, and supplementary sailing instructions that will be on the official notice board located on the left just inside the yard entrance to the powerboat shed and on the Frankston Yacht Club website.

2 ADVERTISING

- 2.1 Boats may be required to display advertising chosen and supplied by the organizing authority. Details will be supplied at registration.

3* ELIGIBILITY AND ENTRY

- 3.1 The regatta is open to all Australian and International boats of the Formula 18 Catamaran and Formula 16/Viper Catamaran classes.
- 3.2 All skippers and crews shall be financial members of either the Australian F18 association or the Australian F16/Viper association as applicable or their relevant national class association for international sailors.
- 3.3 Eligible boats may enter by completing the entry form and making payment of the required fee at the appropriate class booking link by the close of business on Monday 6th March 2017.

- **F18**

- <https://membership.sportstg.com/regofrm.cgi?eventID=5270&formID=66571>

- **F16/Viper** <https://www.trybooking.com/244191>

- 3.4 Late entries will be accepted if they are received by midnight on Thursday 9th March 2017 accompanied by the appropriate late fee.
- 3.5 The attached Competitors Declaration is to be signed, scanned and e-mailed to Jeremy Brooks at the e-mail address provided in **22** Further Information below.
- 3.6 F18 Training Camp

A training camp subsidised by the F18 Association will be held on Thursday 9th and Friday 10th March 2017 at the Frankston Yacht Club for F18 competitors. Entry forms for the training camp will be e-mailed to competitors prior to the regatta.

5 FEES

- 5.1 Required fees are as follows:

<i>Class</i>	<i>Fee</i>
<i>F18</i>	<i>\$125.00</i>
<i>F16/Viper</i>	<i>\$120.00</i>

- 5.2 Other fees:

Late Fee F18	\$20.00
F18 Training Camp	TBA
Late Fee F16/Viper	\$20.00

7 SCHEDULE

7.1 Dates of racing:

Saturday 11th March 2017 Information Session 09:00 hrs
Saturday 11th March 2017 3 to 5 races 11:00 hrs
Sunday 12th March 2017 3 to 5 races 10:00 hrs
Monday 13th March 2017 2 to 4 races 10:00 hrs

7.2 Trophy presentation will be at the conclusion of racing on Monday 13th March 2017.

8 MEASUREMENTS

8.1 All sails **must** be measured prior to the event. No measurement beyond spot checking will be performed at the event.

8.2 Formula 18 crews will be weighed before racing. Underweight crews will carry lead as prescribed by F18 class rules. Crews who are likely to be underweight are required to bring lead suitable to fix to the dolphin striker.

10 VENUE

10.1 Attachment A shows the location of the Frankston Yacht Club and the racing areas.

11 THE COURSES

The courses to be sailed will be the LA and WA courses in the Standard Sailing Instructions (Appendix S).

12 PENALTY SYSTEM

12.1 Rule 44.1 is changed so that the Two-Turns Penalty is replaced by the One-Turn Penalty.

13 SCORING

13.1 There are 12 races scheduled of which 4 are required to be completed to constitute a series.

- 13.2**
- (a) When fewer than 5 races have been completed, a boat's series score will be the total of her race scores.
 - (b) When from 5 to 8 races have been completed, a boat's series score will be the total of her race scores excluding her worst score.
 - (c) When 9 or more races have been completed, a boat's series score will be the total of her race scores excluding her two worst scores.

14 SUPPORT BOATS

Support boats shall register with the regatta office before going on the water the first time. All support boats **must** carry a working VHF radio able to be tuned to channels 71, 72, 73 and 77 as well as be prepared to assist the race committee if requested to do so until cleared to leave the course area.

15 BERTHING

Boats shall be kept in their assigned places while they are in the boat park.

18 RADIO COMMUNICATION

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.

19 PRIZES

Prizes will be given at the discretion of the Victorian Formula 18 Catamaran Association and the Australian F16/Viper Association Committees.

20 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.

21 INSURANCE

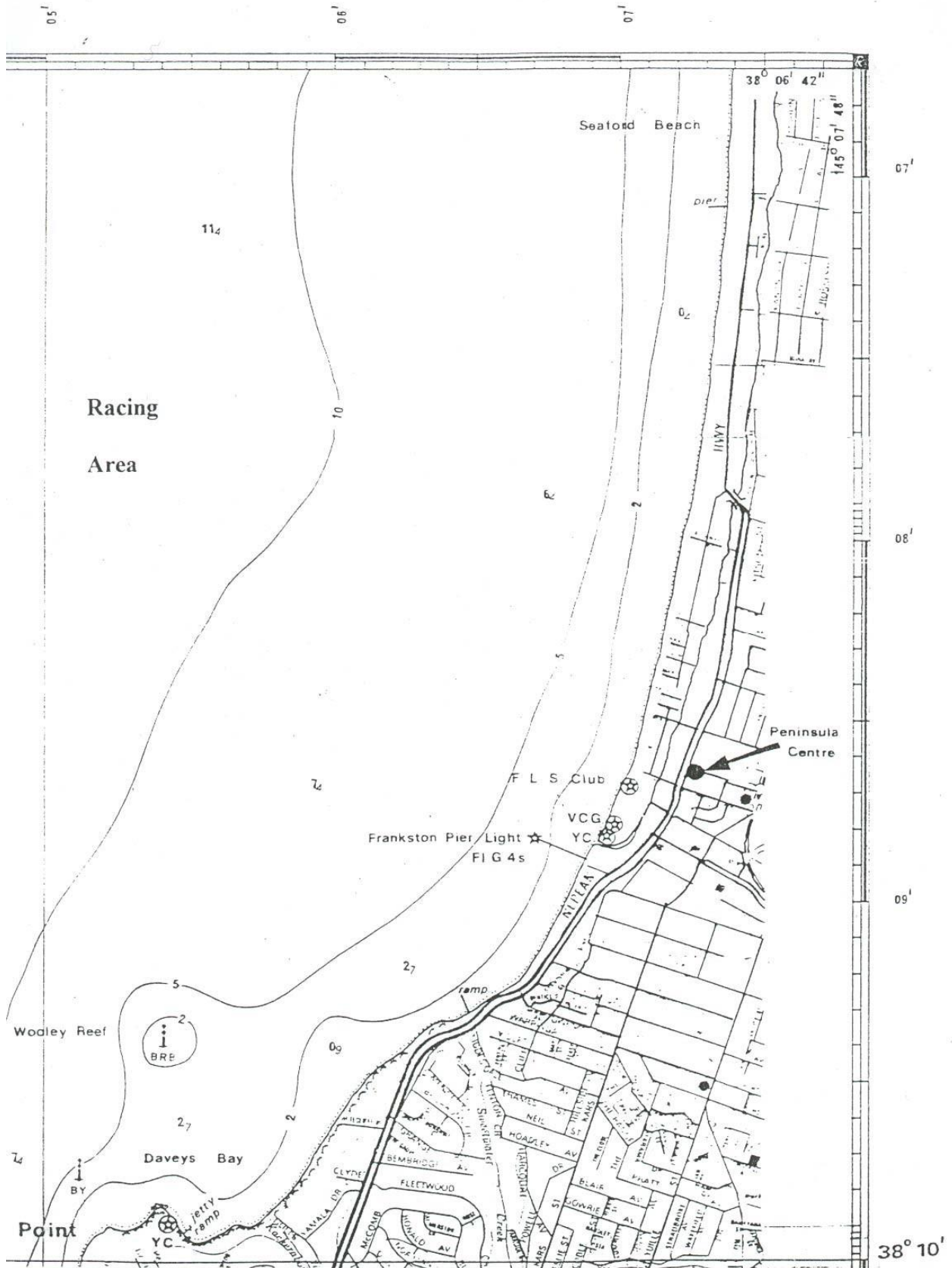
Each participating boat shall be insured with valid third-party liability insurance with a minimum cover of \$5,000,000 (recommended \$10,000,000) per incident or the equivalent.

22 FURTHER INFORMATION

For further information please contact:

F18	Jeremy Brookes	0477 137 887	brookes.jeremy@gmail.com
F16/Viper	Gavin Reitman	0413 208 777	gavin@reitmans.com.au

ATTACHMENT A



2017 Victorian F18 and F16 Viper Catamaran Championship

Competitor's Declaration:

I agree to be bound by the Racing Rules of Sailing (RRS 2017-2020), the prescriptions of Yachting Australia, including Addendum A Part 2 (small boat safety) and the rules and by-laws of World Sailing (except any change made by the Notice of Race or Sailing Instructions).

I confirm that valid third-party liability insurance with a minimum cover of **AUD 5,000,000** per incident is in effect and will remain in effect during the regatta for the boat hereby entered in this Regatta.

Conditions of Entry

I acknowledge and agree that:

1. In this Event application and declaration: "**Club**" means and includes: Frankston Yacht Club Inc. 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:
 - (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.

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- 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.

Class: _____ **Sail No:** _____

Signed: _____

Name: _____ **Date:** _____

Where the Helmsperson is under 18 years of age this form must also be signed by the Helmsperson’s parent or legal guardian.

I, _____ am the parent or guardian of the helmsperson. I expressly authorise and consent to _____ participating in the Event. In consideration of _____ 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. I also agree to accept the provisions of RRS 3.1(b) relating to a parent or guardian.

Parent’s Signature: (where applicant under 18 y.o) _____

Name: _____ Date: _____

Where the Crew is under 18 years of age this form must also be signed by the Crew’s parent or legal guardian.

I, _____ am the parent or guardian of the Crew. I expressly authorise and consent to _____ participating in the Event. In consideration of _____ 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. I also agree to accept the provisions of RRS 3.1(b) relating to a parent or guardian.

Parent’s Signature: (where applicant under 18 y.o) _____

Name: _____

Date: _____