



SPORT PHILLIP MARINE / HARKEN MUSTO PERFORMANCE SKIFF AUSTRALIAN CHAMPIONSHIPS

NOTICE OF RACE

DATE: 5 – 9 January 2012
VENUE: Blairgowrie Yacht Squadron
2900 Point Nepean Road, Blairgowrie, Victoria, Australia

The Organising Authority invites entries to the Musto Performance Skiff Australian Championship (the Championships). The Championships will be conducted by the Blairgowrie Yacht Squadron, on behalf of the Australian Musto Performance Skiff Class Association.

The Organising Authority is Blairgowrie Yacht Squadron Inc.

1. RULES

- 1.1 The Championships will be governed by The *Rules* as defined in *The Racing Rules of Sailing*.
- 1.2 No national authority prescriptions will apply.
- 1.3 If there is a conflict between languages the English text will take precedence.

2. ADVERTISING

- 2.1 Advertising will be in accordance with ISAF Regulation 20.
- 2.2 Boats may be required to display Event sponsor's name(s)/logo(s) and bow numbers. If required, the Organising Authority will supply these items and they shall be affixed and/or worn as prescribed in the Sailing Instructions.
- 2.3 The Organising Authority reserves the right to refuse advertising by a boat or competitor when it is in conflict with the laws of the Victorian and or Australian governments.

3. ELIGIBILITY AND ENTRY

- 3.1 The Championships are open to all boats of the Musto Performance Skiff Class that meet with the requirements of the Class Rules.
- 3.2 Eligible boats may enter by completing the attached Entry Form and emailing it, together with the required payment details to Richard Ekberg on richardekberg@optusnet.com.au

4. FEES

- 4.1 The Entry Fee will be AUD\$150 (including GST) if submitted and paid by 24 December 2011.

Any entries and / or payments received after 5pm on 24 December 2011 will be charged a late payment fee of \$50, plus the Entry Fee of AUD\$150 (total AUD\$200).

Registration and entry fees can only be made by cheque or direct debit to Australian Musto Performance Skiff Class Association.

Entries will not be valid until full payment is received.

- 4.2 Cancellation of an individual entry to the event before 1 January 2012 shall be entitled to a full refund less an administration fee of \$50. Cancellations after this date or failure to attend will not be entitled to any refund.

5. SCHEDULE

5.1 Australian Championships

Wednesday 4 January 2012 Information Session – 6pm

Racing Schedule – maximum 12 races

Thursday	5 January 2012	Racing
Friday	6 January 2012	Racing
Saturday	7 January 2012	Provisional Lay Day – Club BBQ
Sunday	8 January 2012	Racing
Monday	9 January 2012	Racing Presentation Function

N.B. The scheduled Lay Day may be altered at the discretion of the Organising Authority.

6. MEASUREMENT

- 6.1 Each boat shall produce a valid measurement certificate.
- 6.2 The Race Committee may weigh, measure or inspect any boat and or her equipment and sails before, during or after the races.
- 6.3 Registration of sails and limitation stamping for the Championships will take place prior to the first race. THERE WILL BE NO FACILITIES FOR INITIAL MEASUREMENT.
- 6.4 Chartered or loaned boats shall display the national letters of the sailor's home country ISAF code.

7. SAILING INSTRUCTIONS

The Sailing Instructions for the Championships will be available by 1 January 2011 from Blairgowrie Yacht Squadron and / or at Registration.

8. VENUE

The racing will be held on the waters of Port Phillip, north east of the Blairgowrie Yacht Squadron.

9. THE COURSES

The course to be sailed will be a windward-leeward configuration.

10. PENALTY SYSTEM

- 10.1 Rules 44.1 and 44.2 are changed so that the Two-Turns Penalty is replaced by the One-Turn Penalty.
- 10.2 Decisions of the Protest Committee will be final as provided in Rule 70.5.

11. SCORING

- 11.1 The Low Point System of Appendix A will apply as modified below.
- 11.2 A minimum of 5 races are required to be completed to constitute a series. In addition,
 - (a) When from 5 to 9 races have been completed, a boat's series score will be the total of her race scores excluding her worst score; and
 - (b) When 10 or more races have been completed, a boat's series score will be the total of her race scores excluding her two worst scores.

12. 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 the competitor's 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.

13. SUPPORT BOATS

Support boats, such as coach boats etc, must be registered with the Organising Authority and shall be identified as required by the Organising Authority.

Support boats must carry a VHF radio capable of operating on channels 71 and 73. No overnight mooring facilities will be available at Blairgowrie Yacht Squadron.

14. LAUNCHING AND BERTHING

Boats shall be kept in their assigned places.

15. RADIO COMMUNICATION

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.

16. PRIZES

Prizes will be awarded as follows, subject to entry numbers in each category:

1st, 2nd & 3rd Overall

1st Youth

1st Master

1st Grand Master

Other prizes may be awarded at the discretion of the Organising Authority.

Youth Division is eligible to any competitor aged 24 and younger on 1 January 2012

Masters Division is eligible to any competitor aged 40 and over on 1 January 2012

Grand Masters Division is eligible to any competitor aged 50 and over on 1 January 2012

Division classifications may be amended subject to the number of entries into each division.

17. DISCLAIMER OF LIABILITY

Competitors participate in the regatta entirely at their own risk. Attention is drawn to RRS Fundamental Rule 4 Decision to Race. The Organising Authority will not accept any liability for damage to person or equipment or loss of equipment or personal injury or death sustained in conjunction with or prior to, or during or after the Championships.

18. INSURANCE

Each 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 Championship shall have third party insurance cover of not less than AUD \$5,000,000 (recommended AUD \$10,000,000) 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 such cover is held and current for the duration of the event.

19. TELEVISION & PHOTOGRAPHY 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.

20. AMENDMENTS

Any amendments to this Notice of Race will be posted on the event website

21. FURTHER INFORMATION

For further information, please contact:

Australian Musto Performance Skiff Class Association

Richard Ekberg richardekberg@optusnet.com.au

0419 349 042

PO Box 141 Black Rock Victoria Australia 3193

Blairgowrie Yacht Squadron

Mischa Leonard mischa.leonard@gmail.com

0437 022 459

PO Box 13 Blairgowrie Victoria Australia 3942



PH: 03 5975 4715



SPORT PHILLIP MARINE / HARKEN MUSTO PERFORMANCE SKIFF AUSTRALIAN CHAMPIONSHIPS

Entry Form

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

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

Boat Details

Boat Owner:			
Boat Name:			
Sail Number:			
Spinnaker Colour:			

Details of Insurance Policy

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

Payment Details

Entry fee shall be: **AUD\$150.00**

Late fee (payments made after 24th December 2011): additional **AUD\$50.00**

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 Class Association
c/- PO Box 141, Black Rock, Victoria Australia 3193