

**NOTICE OF RACE (NOR)
ELWOOD SAILING CLUB**

2009-2010 38TH 125 ASSOCIATION VICTORIAN CHAMPIONSHIPS

Elwood Sailing Club on behalf of the 125 Association, Victorian Division invites entries for the 2009/10 Victorian Championships to be held on the 6th, 7th and 8th March 2010.

RULES

All races will be governed by the *rules* as defined in the ISAF 2009-2012 *Racing Rules of Sailing and the Amended Rules effective from 1 January 2010*, the Special regulations of the Yachting Australia (YA), and the 125 Association class rules, (except as changed by the Sailing Instructions) and the Sailing Instructions. YA Special Regulations, Addendum A Part 2, Off the Beach Boats will apply.

ADVERTISING

YA has ruled that for all classes sailed in Australia other than those covered by Appendix 1—ISAF Advertising Code – 20.4.2(a) or (b), boats may carry Category C advertising.

ELIGIBILITY

The Regatta is open to all yachts of the 125 class which must comply with the class rules of the National 125 Association. Skippers and crew shall be current financial members of the Association, be members of a sailing club affiliated with YA, and hold current YA membership.

Proof of current memberships of YA, Club and insurance policy are required by providing this information on or with the entry form as required. (please see **INDEMNITY** section of this NOR).

Eligibility for the various divisions within the regatta shall be governed by the competitors' age as at 1st January 2010. The helmsperson and crew must be a minimum of 8 years of age as at the 1st January 2010

ENTRIES

Entries shall be submitted via the attached **FORM OF ENTRY** and shall be lodged along with the required fee with the Race Secretary (Sandra Feeney) by 5pm on Friday 5th March 2010 by post or between 10.30am to 12.30pm on Saturday, 6th March 2010 with the required fee.

Casual entries shall be accepted on a session basis by completing the required entry form and paying the session fees to the 125 Association and by complying with the visitor's requirements of the respective yacht/sailing club.

FEES

Regatta entry fee	\$ 75.00
Casual entry (per heat)	\$ 15.00

Note: Casual session entry boats will not be eligible to receive race points for any race or towards the total event.

DIVISIONS

Division A boats sailed with or without Spinnaker.
Division B boats sailed with no Spinnaker.

SCHEDULE OF EVENTS

B Division (no Spinnakers) boats shall start with the A Division fleet.

Elwood Sailing Club: Elwood Sailing Club is located on the Elwood foreshore.

Address: Ormond Esplanade, Elwood

Melways Map: 67, B4

Website: <http://www.elwoodsc.com>

Saturday 6th March 2010 Elwood Angling Club, located next to Elwood Sailing Club

Measurement (by appointment only)	09.30 – 12.00hrs
Registration	10.00 – 12.30 hrs
Information session	12.30 hrs
Heat 1 (long course format) – warning signal A Division	Approx 14.00 hrs

Sunday 7th March 2010 Elwood Sailing Club

Heat 2 (long course format) – warning signal A Division	Approx 10.00 hrs
Heat 3 (short course format) – warning signal A Division	Approx 14.00 hrs
Heat 4 (short course format) – warning signal A Division	as soon as possible after heat 3
Social Function – BBQ	17.30 hrs
AGM	19.30 hrs

Monday 8th March 2010 Elwood Sailing Club

Heat 5 (short course format) – warning signal A Division	Approx 10.00 hrs
Provision for resail after Heat 5 if required	as soon as possible after Heat 5

Note: If no re-sail is required, heat 5 will be a long course format

No races to be started after 13.00 hrs on final day

Presentation After final race

The provision for conducting any re-sail of any heats, either long or short course will be for the discretion of the Race Committee. Re-sails will not be undertaken where 3 or more heats have been sailed.

MEASUREMENT

All boats shall comply with the rules of Measurement and Construction of the National 125 Association and shall hold a current Measurement Certificate. Each boat shall submit a valid measurement certificate at Registration. In addition the Committee of the 125 Association Victorian Division may take any measurement it sees fit.

An Authorized Measurer on or after the 1st October 2009 shall have certified all sails used at this regatta. Casual entries need not comply with these measurement restrictions.

Measurement sessions for sails will be **by appointment** only with the Measurer as follows:

- For boat owner changes, competitors will need to make an appointment with the measurer for Saturday 6th March between 9.30am-12.00pm.
- For any new or unmeasured boats/sails, competitors will need to make an appointment with the measurer prior to the Labour Day long weekend.

SAILING INSTRUCTIONS

Sailing Instructions shall be supplied to competitors at registration on 6th March 2009 at Elwood Angling Club.

RACING AREA

Elwood Sailing Club

The racing area will be the waters off Elwood beach between Point Ormond and Brighton Breakwater.

COURSES

The courses shall be as described in the Sailing Instructions.

SCORING

RRS Appendix A. Low point scoring system shall apply.

A minimum of 3 races will constitute the series.

Rule A2 is amended to provide that a boats worst score will only be excluded if 5 or more races are completed except when prohibited by Rule 89.3(b).

Handicaps shall be calculated progressively based on race results. The yacht showing the greatest improvement shall be awarded the Handicap Prize.

PRIZE LIST

Trophies shall be awarded at the discretion of the 125 Association Victorian Committee as follows:

The fleet may be allocated into two similar sized groups to be determined by the scratch placings in the heat completed on Saturday 6th of March 2010.

A Division:

Overall	1 st	125 State Championship Perpetual Trophy Skipper and Crew
	2 nd -3 rd	Skipper and Crew
Handicap	1 st	Skipper and Crew
	2 nd -3 rd	Skipper and Crew
Masters	1st	Skipper over 50
Junior	1 st -2 nd	Skipper and Crew both under 18 as at 1 st January 2009.
Rookie of the series.		Skipper and Crew. (Best first time competitors)
Timber Boat Champion		Skipper and Crew

B Division: 1st Skipper and Crew (A minimum of 3 entries required)

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.

FURTHER INFORMATION

Contact any of the following for more information:

President:	Jim Scott	(Mobile) 0409 151 121
Secretary:	Sandra Feeney	(Mobile) 0419 878 842
Measurer:	Ian MacFarlane	(Mobile) 0400 807 893
Race Secretary:	Sandra Feeney	(Mobile) 0419 878 842

PARKING

Car parking adjacent to the club. Cost per day for parking is \$8 (bring plenty of gold coins).

Free car parking is available along Beach Road.

When driving into Elwood Sailing Club grounds to deliver your boat, continue straight ahead past the back of the club following the road in an anti-clockwise direction around to the front of the club. Once there, unhitch trailers and leave these in the trailer park. Cars must then be driven out to the parking area.

BOAT STORAGE

Boat storage overnight is available inside Elwood Sailing Club and trailers in the trailer parking area (at your own risk).

MEAL FACILITIES

Elwood Sailing Club may be providing canteen facilities on Saturday. Limited service other days. Lunches will be by order only. Snacks and Bar (including soft drinks) will be available following the day's races on Sunday and Monday. BBQ facilities available at the Elwood Sailing Club on Sunday and Monday.

As **Elwood Angling Club** does not have a liquor licence, soft drinks will only be sold on Saturday after racing, all other drinks will be BYO only.

INSURANCE

All entrants must have valid third party liability insurance with a minimum cover of \$5,000,000 for the event and affirm this by attaching a copy of their current paid up insurance policy with entry form. For yachts entering on a casual basis, proof of their current policy must be presented on the day with their entry form prior to their entry being accepted and being eligible to race.

INDEMNITY

All those taking part in this Regatta, do so at their own risk and responsibility. Elwood Sailing Club Inc. and the 125 Association (Victorian Division) Inc. are not responsible for the seaworthiness of a yacht whose entry is accepted or the sufficiency or adequacy of its equipment. In accordance with RRS rule 76 Elwood Sailing Club Inc and the 125 Association (Victorian Division) reserve the right to refuse an entry. Attention is drawn to the fundamental rule 4 that states, "A boat is solely responsible for deciding whether to start or to continue racing."

The organizers will not accept any liability for material damage or personal injury or death sustained in conjunction with or prior to, during, or after the races.

ADDITIONAL INFORMATION

Elwood Sailing Club will be utilised for a Wedding Function on the Saturday 6th March 2010.

On Saturday 6th March 2010, the Race Organisation will be conducted in Elwood Angling Club, located next to Elwood Sailing Club.

The upper area of Elwood Sailing Club is not available for competitors on Saturday 6th March 2010.

Shower and toilet facilities are available ALL weekend at Elwood Sailing Club as these are located downstairs.

125 Association 2009-10 State Championships Entry Form

Yachting Australia Membership Number:

Title:	Gender: M / F	Date of Birth: / /
Name:		
Street Address:		
Postcode:		
Email:		
Phone: (H)	Mobile:	
Emergency Contact Name:		
Emergency Contact Phone Number: (H)		
Phone: (W)	Mobile:	

Boat Details

Division: A (with or without spinnaker) / B (without spinnaker)	
Masters (Skipper over 50) Y / N	Junior (Skipper & crew under 18): Y / N
Sail Number:	Name:
Sail Panel Colour:	Hull Colour:

Crew for Boat

YA No	Name	Gender	Date of Birth	Next of Kin Name & Phone

Details of Insurance Policy

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

Number of people, including non sailors, intending to attend BBQ on Sunday evening at:

Elwood Sailing Club:

Please complete this section to assist catering

Payment Details

Cheque attached:	Yes	No	\$.....
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Conditions of Entry

I acknowledge and agree that:

1. In this Event application and declaration: "**Club**" means and includes: Elwood Sailing Club Inc. and their 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.

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:(skipper)

Signed: (crew)

Name:

Date:

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 under 18 y.o) Skipper

Crew

Signed:

Signed

Name:

Date:

Name

Date