

# THE SAN FRANCISCO YACHT CLUB



98 BEACH ROAD, PO BOX 379, BELVEDERE, CALIFORNIA 94920 - RACE OFFICE 415-789-5647

## **2012 STAFF COMMODORES' CUP**

**September 3, 2012**

### **NOTICE OF RACE**

**Organizing Authority: The San Francisco Yacht Club, Belvedere, California**

#### **1. RULES**

- 1.1 This regatta will be governed by the 'rules' as defined in the Racing Rules of Sailing (RRS).
- 1.2 RRS 40 is deleted and replaced with "All competitors shall wear life jackets or adequate personal buoyancy while racing." Note that Flag Y will not be displayed.

#### **2. ELIGIBILITY AND ENTRY**

- 2.1 The regatta is open to members of The San Francisco Yacht Club. Boats must be keelboats 18 feet or over, and possess a Northern California/San Francisco Bay PHRF rating. All boats must be skippered by SFYC members. All boats must have a Staff Commodore aboard, either as skipper or crew.
- 2.2 Boats must be entered in either the Spinnaker or Non-Spinnaker Division, although all boats will start together. Boats eligible to race in the Non-Spinnaker Division are boats rated to sail with spinnakers but which will race without the spinnakers or other exotic sails. Boats designed to sail without spinnakers (e.g. Knarr, International Folkboat) will be scored in the Spinnaker Division.
- 2.3 Eligible boats may be entered by completion of the attached Entry Form. The entry form is also posted on the SFYC web site, [www.sfyc.org](http://www.sfyc.org). Please return the completed entry to The San Francisco Yacht Club Race Office. As this is not a Club Championship Series race, all boats must register.

#### **3. BURGEE**

All boats must fly the SFYC burgee. The race committee will add a five-minute penalty to the finish time for boats failing to comply.

#### **4. SCHEDULE OF EVENTS:**

Monday, September 3, 2012

Staff Commodores' Cup

Warning

1200 hours

#### **5. SAILING INSTRUCTIONS**

Sailing instructions will be available after August 30, 2011, at The San Francisco Yacht Club and on our web page, [www.sfyc.org](http://www.sfyc.org).

#### **6. RACING AREA AND COURSE**

The race will start in the vicinity of Point Knox, west of Angel Island. The courses and marks will be described in the Sailing Instructions.

#### **7. COMMUNICATIONS**

The Race Committee may use VHF Channel 65 to communicate information about time to start and OCS.

#### **8. SCORING**

Finishing positions will be established by corrected time, using time on time corrections, as determined by Northern California/San Francisco Bay PHRF handicaps. A five-minute penalty will be added to the finish times of boats failing to display the SFYC burgee.

#### **9. PRIZES**

9.1 The Staff Commodores' Cup Perpetual Trophy, a model of the yacht "Emerald," will be awarded jointly to the overall winners in the Spinnaker and Non-Spinnaker divisions.

Keeper trophies will also be awarded to the first and second place finishers in both divisions. In addition, there will be a prize awarded to the youngest crew member in the regatta. Trophies will be donated by the Kirrane family.

9.2 Trophies will be presented on the Club deck after racing with complimentary beer and soft drinks provided.

Cissy Kirrane, Regatta Chair

Dave Carrel, PRO

SFYC Race Office: 415-789-5647 (Phone), 415-366-1483 (Fax), [race@sfyc.org](mailto:race@sfyc.org)



3. **Decision to Race:** I understand and agree that the responsibility for a boat's decision to participate in a race or to continue racing is hers alone, and at the sole risk of the boat, her skipper and crew (see Racing Rule 4).
4. **Release of Liability:** To the fullest extent permitted by law, I agree to release The San Francisco Yacht Club and all other sponsor and host organizations, race committees, protest committees, judges, referees, arbitrators, officials, class associations and all other persons involved in organizing, operating, managing, promoting or sponsoring this regatta and related activities, and all of their officers, directors, agents, employees and members ("Organizing Authorities"), from any and all legal liability or responsibility for personal injury, death or property damage arising from or related to this regatta and any related activities, and I waive any right I might otherwise have to sue the Organizing Authorities for negligence and any other cause for which liability may be released under California law.
5. **Assumption of Risk:** To the fullest extent permitted by law, I agree to assume all risk of injury, death and property damage that may arise from participating in this event as respects the Organizing Authorities.
6. **Liability of Competitors for Damages:** This liability release and assumption of risk agreement is not intended to release liabilities, assume risks or otherwise modify the obligations of competitors under the Racing Rules. The responsibility of a competitor for damages arising from any violation of the Racing Rules shall be based on fault as determined by the Racing Rules, and shall not be governed by the legal doctrine of "assumption of risk." Any decision of the Protest Committee as to fault shall be final and binding, but the Protest Committee will not adjudicate damages (see Racing Rule 68). This agreement is not intended to alter any agreements or obligations between vessel charterers and owners.
7. **Safety:** Skipper/owner represents that he/she has taken all reasonable steps to ensure that skipper, crew and boat are adequately prepared for all possible contingencies, including appropriate safety equipment and procedures as may be required by law, by the Racing Rules, class rules or that a prudent seaman would consider advisable.
8. **Photos and Publicity:** I hereby grant to The San Francisco Yacht Club and its representatives and assigns an irrevocable and unrestricted right to use and publish race results and images of me and of my boat taken during or in connection with the event, and I agree that The San Francisco Yacht Club owns all rights to them, and the Club and its representatives and assigns may use them for any purpose and in any form, in perpetuity, and without compensation.
9. **Final Agreement:** This document constitutes the **final and entire agreement** regarding my participation in this event and related activities; it is binding upon the heirs, successors and assigns of all parties, and it supersedes any and all other documents or oral statements. If any part of this agreement is found to be invalid or unenforceable, the remainder shall be given full force and effect. This document shall be governed in all respects by the laws of the State of California, irrespective of any conflicts of laws, and is intended to provide for a broad and inclusive **assumption of all risk and release of all liability to the greatest extent permitted by law**, but it is not intended to assert any claims or defenses that are prohibited by law or by the Racing Rules.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Participant is signing individually and on behalf of all owners of the boat

**MAIL, FAX, OR DROP OFF AT THE CLUB**

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