

THE SAN FRANCISCO YACHT CLUB



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

Hart Nunes Regatta July 9, 2016

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*.
- 1.2 Appendix T, Section A (Penalties at the Time of the Incident) shall apply.
- 1.3 Rule 40 is changed as follows: All competitors shall wear personal flotation devices while racing, except briefly while changing or adjusting clothing or personal equipment. Flag Y will not be displayed.
- 1.4 The sailing instructions may change additional racing rules.

2 ELIGIBILITY AND ENTRY

- 2.1 The regatta is open to all Mercury Class sailboats. This will be a counter in the Travel Trophy Series.
- 2.2 Eligible boats shall enter by completing the attached registration, including the Liability Release Agreement, and submitting the documents with payment on Saturday, July 9.
- 2.3 The entry fee is \$25 and shall be paid by cash or check on July 9 at the Competitors' Meeting. Checks shall be made out to SFYC.

3 SCHEDULE

Saturday, July 9	1000-1100 hours	Launching
	1100 hours	Competitors' Meeting under the tent on the Youth Dock
	1200 hours	First Warning Signal, additional races to follow
	After Racing	Trophy Presentation on the Youth Dock

4 SAILING INSTRUCTIONS

The sailing instructions will be available on July 6 on The San Francisco Yacht Club website at www.sfyc.org and at the Competitors' Meeting on July 9.

5 VENUE

The racing area will be in Raccoon Strait or Knox.

6 COURSES AND MARKS

The courses and marks will be described in the sailing instructions.

7 SCORING

7.1 Five races are scheduled.

7.2 A boat's series score will be the total of her race scores. No scores will be excluded.

8 RADIO COMMUNICATION

8.1 Competitors should monitor VHF USA channel 65A for on the water communication with the race committee.

8.2 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.

9 PRIZES

The Hart Nunes Perpetual Trophy will be awarded to the winner of the regatta. First and second place keeper trophies will be awarded as well. The awards presentation will be held under the tent on the SFYC Youth Dock.

10 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.

11 FURTHER INFORMATION

SFYC Race Office: 415-789-5647, race@sfyc.org

SOCIAL EVENT

The hospitality of the Club is available to all participants and families.

PARKING

Parking in the SFYC lot will be restricted during the regatta. Two parking passes will be issued per boat. One of which can be used for a trailer. Parking passes will be available on July 9 during the Competitors' Meeting. We would appreciate all efforts to carpool or park off-site whenever possible.



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Hart Nunes Regatta

July 9, 2016

Regatta Registration

Skipper's Name: _____

Additional Skipper/Owner/Crew Name: _____

Skipper's Address: _____

Email Address: _____

Phone number on boat: _____

Yacht Club Affiliation: _____

Boat name: _____ Sail #: _____

LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT

Skipper's Name: _____ Boat Name: _____ Sail #: _____

Cell # (on boat): _____ Emergency Contact: _____

In consideration of the acceptance by The San Francisco Yacht Club of my entry in this regatta, I hereby agree as follows:

- Risks:** I understand and agree that sailing and yacht racing involve risks of injury, death and property damage from a variety of situations and causes that can change at any time without notice, including but not limited to water, wind and weather conditions, tides, currents, waves, immersion and drowning, equipment failure, interactions with other competitors and/or of vessels not involved in the regatta, as well as with aquatic life, rocks, docks, pilings and buoys and other potential hazards. I have freely and knowingly chosen to participate in this regatta despite these risks.
- Racing Rules:** I have read and familiarized myself with the Racing Rules of Sailing, as modified by the Notice of Race and Sailing Instructions ("Racing Rules"), and I agree to be bound by them and by any decision of the Protest Committee.

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.
- 10.

READ CAREFULLY BEFORE SIGNING – THIS IS A LEGALLY BINDING CONTRACT

Signature: _____ **Date:** _____

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