



**MHYC**

MIDDLE HARBOUR YACHT CLUB

# Seven Islands Race

## NOTICE OF RACE

**Saturday  
26 November, 2011**

Entries close 2400 hrs  
Thursday 24 November 2011

Organising Authority  
Middle Harbour Yacht Club

Middle Harbour Yacht Club  
Lower Parrirwi Road, The Spit Mosman NSW 2092  
Phone: 02 9969 1244 - Fax: 02 9969 3326  
Email: [sailing-administrator@mhyc.com.au](mailto:sailing-administrator@mhyc.com.au)  
Web: [www.mhyc.com.au](http://www.mhyc.com.au)  
ABN: 95 000 248 877

# **7 ISLANDS RACE**

## Saturday 26<sup>th</sup> November 2011

### **NOTICE OF RACE**

#### **1.0 RULES**

- 1.1 The Organising Authority for the event is the Middle Harbour Yacht Club (MHYC).
- 1.2 The Race will be governed by;
  - a) the 2009-2012 Racing Rules of Sailing (RRS),
  - b) the Prescriptions and Special Regulations of Yachting Australia (YA),
  - c) the current MHYC Special Regulations (MHYC SR), and by,
  - d) this Notice of Race (NoR) and the Sailing Instructions (SI).

#### **2.0 ADVERTISING**

- 2.1 Advertising on a boat shall comply with MHYC SR 4.0

#### **3.0 ELIGIBILITY AND ENTRY**

- 3.1 All boats shall meet the Eligibility and Entry requirements of MHYC SR 8.0
- 3.2 All boats shall hold a current valid YA Special Regulation Equipment Compliance Certificate Category 7 or higher.
- 3.3 The entry fee is \$45.00 including GST.
- 3.4 Eligible boats may enter by using one of the following two options;
  - i) by completing an online entry through the Top Yacht Entry System at [http://ssorc.mhyc.com.au/index2.php?option=com\\_wrapper&view=wrapper&Itemid=8](http://ssorc.mhyc.com.au/index2.php?option=com_wrapper&view=wrapper&Itemid=8)
  - ii) by completing the attached form and lodging it together with the required fee to the Sailing Office.
- 3.5 Entries Close 2400 hours on Thursday 24 November.
- 3.6 Late entries may be accepted at the discretion of the Sailing Manager.
- 3.7 Attention is drawn to RRS 76.1 and the RC's right to reject an entry.

#### **4.0 SAILING INSTRUCTIONS**

- 4.1 Sailing Instructions will be available from the Sailing Office from **Friday 25<sup>th</sup> November 2011** and published on the MHYC website and Sydney Short Ocean Racing Championship website.

#### **5.0 DIVISIONS**

- 5.1 The event is a Pursuit Handicap Race per MHYC SR 15.0.
- 5.2 Competing boats will be allocated to the following Racing Divisions:
  - Division 1 - Boats flying spinnakers
  - Division 2 - Boats flying spinnakers
  - Division 3 - Boats not flying spinnakers
- 5.3 For divisions designated non-spinnaker, only a mainsail and headsails as defined in RRS 50.4 shall be used. Headsails shall not be set flying. (No sail shall be set forward of a point of attachment of the permanent forestay).
- 5.4 Divisional parameters may be constructed and divisions may be formed or abandoned at the discretion of the Sailing Manager or his nominee.

## **6.0 START LINE AND STARTING SIGNALS**

- 6.1 The Count Up Start Sequence per MHYC SR 15.0 shall be used.
- 6.2 The Start Line will be the Club House Start Line per MHYC SR 16.0
- 6.3 1220hours - Course number displayed with a sound signal.  
1230hours - Start Count up Sequence

## **7.0 RACING AREA**

- 7.1 Racing will be conducted in the waters of Lower Middle Harbour and Sydney Harbour.
- 7.2 Courses will be those annexed to the Sailing Instructions.

## **8.0 FINISH LINE**

- 8.1 The Finish Line will be the Clubhouse Finish Line per MHYC SR 17.0.

## **9.0 ALTERNATIVE PENALTIES**

- 9.1 For an infringement of RRS Part 2, the Two –Turns Penalty (RRS 44.2) shall apply.
- 9.2 For an infringement of any MHYC SR, any penalty specified in the SR shall apply.
- 9.3 For an infringement of any other rule or requirement, the Scoring Penalties of RRS 44.3 shall apply. The penalty shall be computed as a percentage of the number of entries in the relevant division.

## **10.0 PRIZES**

- 10.1 Prizes may be awarded to the first three (3) overall place-getters in each division at the discretion of the Race Committee at a presentation to be held at MHYC following the race.

## **11.0 LIABILITY**

- 11.1 Competitors participate in MHYC events entirely at their own risk. See RRS 4, Decision to Race. The Organising 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 event. Attention is drawn to Fundamental Rule 4 which states: **“The responsibility for a boat’s decision to participate in a race or to continue racing is hers alone.”**
- 11.2 By participating in this event, each member of the crew of a boat agrees to be governed by the Rules and to accept any penalties assessed there under or any other action as may be taken there under, subject to the appeal and review procedures as provided in the RRS as a final determination of any matter arising under these regulations and agrees not to resort to a court or tribunal not provided herein with respect to such determination.
- 11.3 Competitors agree that if the owner/charterer or any person on the owner's / charterer's behalf requests the Race Committee or any officer, employee or volunteer of MHYC to arrange for special assistance because the boat has become disabled, or for any other reason, then the owner/charterer indemnifies MHYC and its officers, employees and agents in respect of the any liability, cost or expense which may thereby be incurred.



# 7 ISLANDS RACE

Saturday 26<sup>th</sup> November 2011

## RACE ENTRY FORM

The Sailing Office Middle Harbour Yacht Club, PO Box 106 Seaforth 2092 NSW Australia  
Telephone: +61 2 9969 1244 Fax: +61 2 9969 3326 Email: [sailing-administrator@mhyc.com.au](mailto:sailing-administrator@mhyc.com.au)  
(Please print all details in capitals)

Boat Name \_\_\_\_\_ Sail Number \_\_\_\_\_

Design or Class \_\_\_\_\_ Yacht Club \_\_\_\_\_

Entered By \_\_\_\_\_ (Owner(s) / Charterer (s))

Mobile phone \_\_\_\_\_ Home phone \_\_\_\_\_ Business phone \_\_\_\_\_

Address \_\_\_\_\_ Suburb \_\_\_\_\_ P/C \_\_\_\_\_

Facsimile \_\_\_\_\_ Email \_\_\_\_\_

Person in Charge \_\_\_\_\_ ("Skipper") Club \_\_\_\_\_ YA Membership No. \_\_\_\_\_

Nominated Helmsman (1) \_\_\_\_\_ Club \_\_\_\_\_ YA Membership No. \_\_\_\_\_

Nominated Helmsman (2) \_\_\_\_\_ Club \_\_\_\_\_ YA Membership No. \_\_\_\_\_

### YA SR Certificate

Enclosed   
Held by Club

### Certificate of Currency of Public Liability Insurance

Enclosed   
Held by Club

### Class of Entry

Spinnaker   
Non Spinnaker

### Crew List

Enclosed   
Held by Club

Entry Fee \$45.00  (Includes GST)

Feature Event Block Entrant

Do you propose to make any alterations that may affect the boat's current handicap?

YES  NO

If yes, please indicate .....

## METHOD OF PAYMENT

Cash  Cheque  Mastercard  Visa

Credit Card No.

Expiry Date     Amount: \$.....\$45.00....

Card Holders Name: .....

Signature: .....

Date: .....

Turn over for Conditions of Entry

Please return this form to the Sailing Office

## Conditions of Entry

The owner/charterer :

1. Acknowledges that this entry is made subject to the conditions set out in the Notice of Race and Sailing Instructions, as they may be amended;
2. Acknowledges that all races will be governed by the current versions of:

- The *rules*, as defined in the Racing Rules of Sailing 2009 - 2012 of the International Sailing Federation;
- The IRC 2011 Rules Parts 1, 2 and 3, if applicable;
- The Prescriptions and Special Regulations of Yachting Australia;
- The Middle Harbour Yacht Club ("MHYC") Special Regulations,

except as any of these are modified by the Notice of Race and Sailing Instructions, as they may be amended, and by the Notice of Race and Sailing Instructions;

3. Acknowledges and accepts the risks, including the risk of harm to persons, associated with:
  - (a) The perils of the sea;
  - (b) The seaworthiness or otherwise of any boat participating in any race comprising part of the 2011-2012 MHYC Annual Racing Program;
  - (c) The participation, including negligent participation, by all persons in any such race, including participation as skipper, crew person, official, race organiser or otherwise; and
  - (d) The defaults, acts and omissions, including negligent defaults, acts and omissions, of the MHYC and its officers, employees, agents, volunteers and members, and the crews of all boats;
4. Acknowledges and accepts that MHYC:
  - (a) Does not and cannot control, diminish or affect the perils of the sea;
  - (b) Is not in a position to take precautions against the risk of harm to persons arising from the perils of the sea;
  - (c) Is not in a position to provide advice, assistance or support to boats and crews during the course of any race;
  - (d) Does not certify the seaworthiness or suitability to race of any boat;
5. Agrees:
  - (a) To release, hold harmless and indemnify MHYC and its sponsors, their officers, employees, agents, volunteers and members from all liability any of those persons has to the owner/charterer or any crew member on the boat, or to any person claiming through or under any such person, arising from injury, loss or damage howsoever caused, including by negligent act or omission, arising out of or relating to:
    - (i) participation by the owner's/charterer's boat or any other boat in any race comprising part of the 2011-2012 MHYC Annual Racing Program;
    - (ii) the conduct or course of any such race in any respect including any act or omission (whether reasonably foreseeable or not) causing or relating to loss of or damage to any boat or the death of or injury to any person; or
    - (iii) any of the matters referred to in paragraphs 3 and 4;
  - (b) That the benefit of paragraph 5(a) is held on trust by MHYC for its sponsors and for the respective officers, employees, agents, volunteers and members of MHYC and its sponsors;
  - (c) Participation by the boat and crew in any race comprising part of the 2011-2012 MHYC Annual Racing Program is agreed by MHYC on the basis that participation is entirely at the risk of the owner/charterer and each member of the crew on the boat and that MHYC is not responsible for the boat or its crew; and
  - (d) It is the sole and exclusive responsibility of each boat to decide whether to start or not to start any race or, once having started, whether to continue to race;
6. Acknowledges and agrees that the contract formed by the acceptance of its entry by MHYC is governed by the law of New South Wales and that any liability for harm to persons that results from breach of any express or implied warranty that the 2011-2012 MHYC Annual Racing Program and all services relating thereto will be conducted or rendered with reasonable care and skill is excluded;
7. Agrees that if the owner/charterer or any person on the owner's/charterer's behalf requests the Race Committee or any officer, employee or volunteer of MHYC to arrange for special assistance because the boat has become disabled, or for any other reason, then the owner/charterer indemnifies MHYC and its officers, employees and agents in respect of any liability, cost or expense which may thereby be incurred;
8. Acknowledges that MHYC owns all media rights in the 2011-2012 MHYC Annual Racing Program and grants MHYC, at no cost, the unconditional, perpetual right to publish and broadcast anywhere in the world, for any purpose and in any media, the names, images, likenesses and biographical information relating to the crew, and photographs, video footage and audio records taken of the boat and its crew prior to, during and after any race comprising part of the 2011-2012 MHYC Annual Racing Program; and
9. Confirms that:
  - (a) The information with respect to the boat in this entry form (or already held by MHYC, or supplied to MHYC from time to time under the Notice of Race and Sailing Instructions) is or will be correct and up-to-date as at the date supplied;
  - (b) Subject to the Notice of Race and Sailing Instructions, the Organising Authority will be advised immediately in writing of any change to that information;
  - (c) No alteration likely to affect the rating/handicap of the boat has been made since the boat was last measured/raced and that if any such alteration is made the MHYC will be notified immediately, in writing or by acknowledged facsimile or email to the Sailing Office.

**I hereby declare that I have read and acknowledge the Conditions of Entry**

Owners/Charterer Owner (1) \_\_\_\_\_ DATE \_\_\_\_\_

Owner (2) \_\_\_\_\_ DATE \_\_\_\_\_