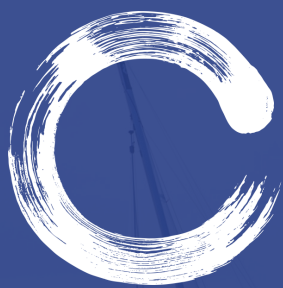




CRUISING YACHT CLUB OF AUSTRALIA
Home of the Rolex Sydney Hobart Yacht Race



Concierge Traveller

Spring Series 2019

NOTICE OF RACE

SYDNEY, AUSTRALIA // 11 AUGUST - 1 SEPTEMBER 2019





1. INVITATION

An invitation is extended to owners of eligible boats to enter this series to be sailed on Sydney Harbour, comprising of 4 pointscore races. The Organising Authority is the Cruising Yacht Club of Australia.

2. THE RACES

August 11 Harbour Race (Race 1)
 August 18 Harbour Race (Race 2)
 August 25 Harbour Race (Race 3)
 September 1 Harbour Race (Race 4)

3. DIVISIONS

Racing will be conducted in divisions appropriate to the number of entries received. Non-spinnaker, IRC and/or ORCi/ORC Club divisions may be conducted if there is sufficient interest.

A separate Women's Pointscore will be conducted if there is sufficient interest from yachts entering with a female skipper.

4. RULES

All races will be governed by the current versions of:

- the *rules*, as defined in the Racing Rules of Sailing 2017 - 2020 ("**RRS**") of World Sailing;
- the prescriptions and special regulations of Australian Sailing ("**Special Regulations**")
- the IRC 2019 Rules Parts 1, 2 and 3, if applicable
- the ORC Rating System Rules 2019 if applicable

The sailing instructions will be available after 0900 hours on 6 August 2019 at the Sailing Office or on the CYCA website, www.cyca.com.au. The Sailing Committee of the CYCA will be the Race Committee under the RRS.

Changes to the RRS:

- RRS 51: Boats with movable or variable ballast (within the meaning

of those terms in the Special Regulations) may move that ballast for the purpose of changing trim or stability.

- RRS 52: RRS 52 does not apply to the adjustment and operation of sails or the adjustment of moveable appendages.

5. COURSES / ADVERTISING

The courses shall be Harbour passage courses and shall be as detailed in the Concierge Traveller Spring Series 2019 Sailing Instructions. Advertising on a boat shall comply with the requirements of World Sailing Regulation 20 (World Sailing Advertising Code).

6. HANDICAPS / SCORING

PHS Handicaps will be calculated by the application of a Time Correction Factor ("**TCF**") as a multiplier of the boat's elapsed time. A boat's TCF may be adjusted after each race.

IRC race results will be calculated by the application of the IRC Time Corrector ("**TCC**") as printed on each boat's IRC Certificate as a multiplier of the boat's elapsed time.

ORCi/ORC Club results will be calculated by the application of the Time-on-Time Simplified Scoring Option, using the Inshore ToT rating as printed on each boat's ORCi Certificate as a multiplier of elapsed time.

The series will consist of 4 races with one discard.

A boat shall enter by Race to be eligible for the Pointscore.

7. ELIGIBILITY

The races are open to single hulled.

A boat shall comply with the Special Regulations Part 1 for Race Category 7. An audited Special Regulations Equipment Audit Form for Category 7 (or higher) shall accompany the entry if not already held by CYCA. A boat requiring an equipment audit at the CYCA should make a booking with the Sailing Office.



A boat shall have a LOA of not less than 6 metres.

The owner or charterer of a boat entered in a race shall hold a marine legal liability insurance policy with respect to the boat current when racing, with a sum insured of not less than A\$10 million.

A decision of the Race Committee as to whether a boat meets the eligibility criteria is final and binding and will not be grounds for a request for redress.

8. TROPHIES AND PRIZEGIVINGS

Trophies will be awarded to first, second and third placing in the Season Pointscore in each Division. The pointscore series is only open to block entries. The pointscore prize giving will be held following racing on September 1 2019.

9. RESULTS AND LIST OF ENTRIES

Results and weekly entry lists (with start times) will be emailed to skippers. Copies may be picked up from the Sailing Office. Results will also be published on the CYCA website, www.cyca.com.au, and posted on the notice board in the downstairs hallway of the CYCA.

10. ENTRY & ENTRY FEES

\$275 Block Entry (for CYCA members, block entry fees are reduced to \$250), or \$60 per race accepted until 1200 hours on the Thursday before the race (in each case including GST). Block entries are waived for permanent CYCA marina berth holders. Entries shall be made online at www.cyca.com.au

**Conditions of Entry****Boat Name:**

The owner/charterer:

- 1 acknowledges that this entry is made subject to the conditions set out in the Notice of Race, as it may be amended;
- 2 acknowledges that all races will be governed by and agree that the boat is bound by, the rules and regulations specified in the Notice of Race.
- 3 acknowledge and accept 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 Concierge Traveller Spring Series 2019;
 - (c) the participation, including negligent participation, by all persons in any such race, including participation as owner, skipper, charterer, crew person, official, race organiser or otherwise;
 - (d) the defaults, acts and omissions, including negligent defaults, acts and omissions, of Cruising Yacht Club of Australia ("CYCA") and its officers, officials, employees, agents, volunteers and members, and the crews of all boats;
- 4 acknowledge and accept that CYCA:
 - (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 such race.
 - (d) does not certify the seaworthiness or suitability to race of any boat;
- 5 agree:
 - (a) to release, hold harmless and indemnify CYCA, its 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 loss of life or injury to persons, or loss or damage to property, howsoever caused, including by negligent act or omission, arising out of or relating to:
 - (i) participation by the boat or any other boat in any race comprising part of the Spring Series 2019;
 - (ii) the conduct or course of the 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 CYCA for its officers, employees, agents, volunteers and members.
 - (c) that participation by the boat and crew in any race comprising part of the of Spring Series 2019 is agreed by CYCA 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 CYCA 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 in any race comprising part of the Spring Series 2019 or, once having started, whether to continue to race;
- 6 agrees that if the owner/charterer or any person on the owner's/charterer's behalf including any member of the crew requests the Race Committee or any officer, employee or volunteer of CYCA to arrange for special assistance because the boat has become disabled, or for any other reason, then the owner/charterer indemnifies CYCA and its officers, employees and volunteers in respect of any liability, cost or expense which may thereby be incurred;
- 7 agree that the contract formed by the acceptance of this entry by CYCA is governed by the law of New South Wales and that any liability for harm to persons that results from breach of an express or implied warranty that the Spring Series 2019 and all services relating thereto will be conducted or rendered with reasonable care and skill is excluded;
- 8 grant CYCA, at no cost, the unconditional, perpetual right and authority to publish and broadcast anywhere in the world, for any purpose and in any medium, the names, images, data and biographical information of the crew, and still and moving images and audio recordings of the boat and its crew prior to, during and after the race;
- 9 confirm that:
 - (a) the information in the on-line entry and documentation lodged with CYCA (refer NOR 7)) is correct and up-to-date;
 - (b) subject to the Notice of Race and Sailing Instructions, CYCA will be advised immediately in writing or by acknowledged email, of any change to that information;
 - (c) no alteration likely to affect the handicap of the boat has been made since the boat was last raced and that if any such alteration is made the CYCA will be notified immediately, in writing, or by acknowledged email.

SIGNATURE: _____ Owner/charterer/attorney DATE: _____



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