



PACER VICTORIA

pacersailing.org.au

PACER VICTORIA INCORPORATED
Registration Number A 30012U ABN 15 962 764 953
32 Retreat Road, Hampton Vic 3188



Pacer & Pacer Pursuit Victoria State Championships 2014

Beaumaris Yacht Club

NOTICE OF RACE

Organising Authority: Pacer Victoria Inc
in conjunction with Beaumaris Yacht Club

Date: 8th March 2014 – 10th March 2014

Venue: Beaumaris Yacht Club
Foreshore, Beach Road, Beaumaris 3193

1. Rules

- 1.1. The Regatta will be governed by the Racing Rules of Sailing of the International Sailing Federation (RRS), the prescriptions and special regulations of the Yachting Australia (YA) 2013-2017 Part 2, the Pacer Sailing Rules and by the Sailing Instructions. In the event of any discrepancy the provisions of the Sailing Instructions shall take precedence.

2. Alterations to Pacer Class Rules

- 2.1. Any alteration to the Pacer Class Rules will be notified to the Association membership not less than 14 days prior to the commencement of the event

3. Alterations of Racing Rules

- 3.1. The racing rules will be modified in accordance with item one, item twenty-two of this Notice of Race.

4. Advertising

- 4.1. All Competitors may be required to display Series or Event sponsor's name(s)/logo(s) and bow numbers. If required they shall be affixed and/or worn as prescribed in the Sailing Instructions.
- 4.2. The Regatta is classified as a Category A event in accordance with RRS 79

5. Eligibility and Entry

- 5.1. The regatta is open to boats of the Pacer class.
- 5.2. All yachts shall be entered and crewed by financial members of a Yacht Club, including Yachting Australia Membership Card holders and be financial members of Pacer Victoria Inc. Membership of Pacer Victoria can be completed on line at : <http://www.pacersailing.org.au/the-pacer/association/membership>
- 5.3. Eligible boats may enter by completing the Entry Form and sending it, together with the required fee, to: Pacer Victoria at 29 Clonaig Street, Brighton East, Vic 3187 by the closing date.
- 5.4. Early Bird Discount (as described in Item 7) shall apply to entries, which are received with payment of the required fees not later than 28th Feb 2014. Any entry received with missing information will not be eligible for the Early Bird Discount, unless the missing information is also supplied not later than 28th Feb 2014.
- 5.5. Entries will be accepted until the close of Registration at 1200 hours on 8th March 2014.
- 5.6. For each entry in the event a valid measurement certificate for the boat and YA Silver Cards for both Skipper and all participating Crews shall be submitted at Registration including the details of one nominated set of sails. Different crews may be nominated on the entry form for different races; crews once nominated and/or confirmed at registration cannot be changed for any race, except in extenuating circumstances and then only with written approval from the Event Sailing Committee.
- 5.7. It is a condition of entry that every competitor (skipper and each nominated crew) shall submit a signed Event Declaration Form at registration and that an Event Official appointed by Beaumaris Yacht Club will have an opportunity to view a signed Event Declaration Form for each competitor not less than 30 minutes prior to the warning signal for the first race.
- 5.8. An entry form shall only be valid if it includes an acknowledgement that signing an Event Declaration form as specified in item 5.7 is mandatory for all competitors
- 5.9. Refer to attached copy of Event Declaration form

6. Sailing Instructions

- 6.1. The sailing instructions will be available at registration.

7. Fees

7.1. Required Entry fees:

Early Bird Entry fee: \$ 80.00

Standard Entry fee: \$ 90.00

8. Schedule of Events

All Competitors please note the following scheduling issues –

- No warning signal will be made earlier than 0930 hours on each racing day.
- Racing may be conducted at any time during this period, subject to advice from the Event Sailing Committee, taking into account wind and sea conditions.
- In light wind conditions for the morning races - one or more races may be postponed to take advantage of afternoon sea breezes, subject to advice from the Event Sailing Committee.
- On Monday 10th March 2014, no Warning signal will be made after 1430 hours.

Day / Date	Event	Course length	Target Time / Warning signal
Saturday 8/3/2014	Registration and Measurement		1000 – 1200hrs
Saturday 8/3/2014	Racing	TBA	1400hrs
Saturday 8/3/2014	Welcome function		1800hrs
Sunday 9/3/2014	Racing	TBA	1030hrs
Sunday 9/3/2014	Racing	TBA	1400hrs
Monday 10/3/2014	Racing	TBA	1030hrs
Monday 10/3/2014	Presentation BBQ		Prior to presentation

9. Regatta Site

9.1. Will be the Beaumaris Yacht Club

10. Racing Area

10.1. Will be the waters off Beaumaris Yacht Club

11. Courses

11.1. The course layout shall be triangles that may be set with reduced or increased dimensions appropriate for conditions, long courses and short courses or as described in the sailing instructions.

12. Scoring

12.1. The Low Point scoring system, RRS Appendix A.4.1 & A.9 will apply. Six races are scheduled with completion of four races to constitute a series. Where five or more races are completed, a boat's worst single score may be excluded.

13. Buoyancy

13.1. All competitors shall wear personal flotation devices whilst afloat, which are in good condition and in accordance with the specifications issued or approved by a National Authority affiliated to the International Sailing Federation, or a Standards Organisation, or Certification Authority, recognised for the purpose by its respective government. Attention is drawn to Fundamental Rule 1.2 and Yachting Australia Special Regulations Part 2 (Off the Beach Boats)

13.2. Note: for Children under 12 years old, PFD-1 type buoyancy vests are recommended.

14. Alternative Penalties

14.1. Rule 44.1 is changed so that the Two Turns Penalty is replaced by a One Turn Penalty.

15. Decisions of the Protest Committee

15.1. A protest committee will be appointed for the 2014 Pacer Victoria State Championships in accordance with RRS 91.

16. Support Boats

16.1. Team leaders, coaches and other support personnel shall stay at least 200 metres outside areas where boats are racing from the time of the preparatory signal for the start until all boats have finished or the race committee signals a postponement, general recall or abandonment. Failure to comply may result in disqualification of the relevant competitor(s) without a hearing at the discretion of the race committee. This changes RRS 60 and 61.

16.2. Support boats shall be marked by displaying flag O of a minimum size of 400 by 500mm, conspicuously at all times.

17. Radio Communications

17.1. No participating boat shall send or receive radio communications. This includes mobile telephone communications.

18. Prizes

Open Division – 1st, 2nd, 3rd and (4th)*

Division B – 1st, 2nd, 3rd

Division C – 1st, 2nd, (3rd)*

Pacer Pursuit – 1st, (2nd)*

Junior / Junior Division – 1st, 2nd, (3rd)*

Junior / Senior Division – 1st, 2nd, (3rd)*

Non Spinnaker Division – 1st, (2nd)*, (3rd)*

YV handicap trophy (boats with or without spinnaker)

Masters Trophy Division (over 55) – 1st

Prizes marked with * are subject to the number of entries

Additional prizes may also be awarded at the discretion of the Pacer Association.

Divisions will be allocated by the Event Sailing Committee after two of the scheduled races have been completed based on previous results and/or current performance.

19. Entry Disclaimer

- 19.1. It is the Competitors decision to enter the Regatta or to start or continue in any race. Wind limits and weather conditions guidelines will be included in the Sailing Instructions. Competitors shall accept that their participation in the Regatta is at their sole and exclusive risk in every respect. Competitors shall indemnify the Pacer Association and the organising Club, their officers, members, servants, volunteers, and agents in respect of any and all claims and demands what so ever in respect of their participation in this regatta.

20. Insurance

- 20.1. All boats shall include details of current third party insurance to the cover value of AUD\$5,000,000.00 (recommended AUD\$10,000,000) on the entry form. The completion, by a competitor, and acceptance, by the organising authority, of an entry form shall constitute acknowledgment by the competitor that such cover is valid and in place for the period of the Regatta. Participants shall bring evidence of currency of Insurance Cover as this may be required at Registration.

21. Measurement

- 21.1. Each boat (except yacht club training boats and schools boats) shall hold a valid measurement certificate. Measurement in accordance with the class rules will be carried out as per the event schedule. Measurement checks and inspections may be carried out at any time. A Boat notified of inspection shall follow the instructions of the Race Committee. Sails must be presented at Registration. Yacht club training boats and schools boats will be exempted from the requirements for a measurement certificate.

22. Sign on / sign off

- 22.1. For each race or race session each competitor intending to race shall personally “sign-on”, by completing the appropriate details on the “sign-on/off” sheet located just inside the main boat storage door prior to the warning signal of the race session. Failure to comply with this Sailing Instruction will result in a boat incurring a scoring penalty of 20% of their race score for the first race in this race session without a hearing. This changes RRS 63.1
- 22.2. All boats shall “sign-off” upon returning to shore by completing the appropriate details on the “sign-on/off” sheet located just inside the main boat storage door no later than the end of protest time for that day. Failure to comply with this Sailing Instruction will result in a boat incurring a scoring penalty of 20% of their race score for the last race in this race session without a hearing. This changes RRS 63.1
- 22.3. Sign off time limit is 60 minutes after the last boat has finished, except that in extraordinary circumstance, the Race Committee has discretion to extend this limit as appropriate.
- 22.4. Sign on / Sign off ashore is automatically accepted for one or both races of each “on water” session.

23. Rights to use name and likeness

- 23.1. In participating in this Event, a competitor automatically grants to the Organising Authorities and the sponsors of this Event, the right in perpetuity, to make, use and show, from time to time and at their discretion, any motion pictures, still pictures and live, taped or film television and other reproductions of him/her during the period of the competition for the said Event in which the competitor participates and in all material related to the said Event without compensation.

24. Further Information

For further information, please contact the following:

Pacer Victoria Email: pacervictoria@pacersailing.org.au

Pacer Victoria Inc. in conjunction with Beaumaris Yacht Club Yachting Victoria – Event Declaration Form (Type 1)



Conditions of Entry I acknowledge and agree that:

1. In this Event application and declaration: "**Club**" means and includes: **Pacer Victoria Inc in conjunction with Beaumaris Yacht Club** and its 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:

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)

Name:

Date:



PACER VICTORIA

pacersailing.org.au

PACER VICTORIA INCORPORATED
Registration Number A 30012U ABN 15 962 764 953
32 Retreat Road, Hampton Vic 3188



Pacer & Pacer Pursuit Victoria State Championships 2014

Beaumaris Yacht Club

8th March 2014 to 10th March 2014

ENTRY FORM

ENTRY FEE:

Early Bird entry fee: \$80 Standard entry fee \$90

Standard entry applies after 28th Feb 2014

Please make cheque payable to:

For EFT transfers account details for Pacer Victoria are:

Pacer Victoria Inc.
29 Clonaig St
Brighton East Vic 3187

Bendigo Bank
BSB: 633000
Account Number: 122022395

BOAT DETAILS:

Sail number Boat name

SKIPPER DETAILS:

Name Date of birth/...../.....
Over 55? Yes/No
Club YA Number
Address
Suburb Post code
Email
Phone Mobile

CREW DETAILS (First nominated crew)

Name Date of birth/...../.....
Over 55? Yes/No
Club YA Number

ALTERNATE CREW DETAILS (If required)

Name Date of birth/...../.....
Over 55? Yes/No
Club YA Number

CREW NOMINATION

Race 1 & 2 Race 3
Race 4 Race 5 & 6

INSURANCE DETAILS

Company Policy No.
Expiry date

MEASUREMENT DETAILS

Certificate No.

No certificate? I agree to obtain a certificate or complete a measurement declaration form before the close of registration for this event. **Yes/No**

CURRENT MEMBERSHIP

I am aware that all participants (Skipper and each nominated crew) must be financial members of Pacer Victoria Inc. All participants on this form are financial members of Pacer Victoria. **Yes / No**
If no, I agree to obtain financial membership for all participants before the close of registration for this event. **Yes / No**

EVENT DECLARATION FORM (Type 1)

I have read and accept the conditions of entry in the event declaration form (type 1) attached.

Signed Date