

NOTICE OF RACE
E-MARINERWORLD
SOUTHERN OCEANS MULTIHULL REGATTA

October 30th- November 3rd, 2009

ORGANISING AUTHORITY: Multihull Yacht Club of Victoria

HOST CLUB: Hastings Yacht Club

VENUE: Hastings Yacht Club, Hastings, Victoria

1 Rules

The regatta will be governed by the current *rules* as defined in *The Racing Rules of Sailing 2009-2012*, the Modified Texel Rule (the QMYC Offshore Multihull Rule), except as any of these are altered by the sailing instructions.

Advertising code "C" shall apply to all entrants in this event

2 Alterations of Racing Rules

The racing rules will be modified in accordance with rule 86 as follows:

2.1 Rule 50.2 will be altered by: 'fixed and retractable spinnaker poles will be permitted for the purpose of setting asymmetrical spinnakers'

3 Eligibility and Entry

3.1 The regatta is open to all multihulls equipped for Racing Category 5 in accordance with Addendum A part 1, Sections 1 – 5.

3.2 Eligible boats may enter on the attached Entry Form sent to:

The Multihull Yacht Club of Victoria
48 Weerona Way, Warrandyte, Victoria, 3113
by Friday 23rd October 2009 accompanied by the required fee

Late entries may incur an additional fee.

3.3 All entrants shall be a current member of an affiliated club through their Yachting Australia State Authority (MYA).

4 Fees

4.1	Regatta Entry	\$99.00
	(entry by 1700 hrs 23 rd October 2009)	
	Late Entry Fee (additional)	\$25.00
	Single Day entry (results not classified)	\$ 30.00

5 Schedule of Events

Item	Date	Start Time	End Time / Warning Signal
Registration	Fri 30 th October	13H00	18H00
Measurement and Inspection	Sat 31 st October	08H00	11H00
Heat 1	Sat 31 st October	13H30	13H25
Heat 2	Sun 1 st November	09H30	09H25
Heat 3	Sun 1 st November	13H30	13H25
Heat 4	Mon 2 nd November	08H30	08H25
Heat 5	Tues 3 rd November	09H30	09H25

Race Committee may alter the course length prior to the course flag being displayed.

No warning signal shall be made after 1000 hours on the last scheduled race day.

6 Measurements

Yachts will not be measured to determine performance handicaps. Yacht owners wishing to obtain an OMR rating certificate should contact George Bulka (03 5981 2616) for copies of the rule, measurement forms and information on measurement assistance. Interstate and country yachts may make arrangements with their state measurer or call George to make an appointment to be measured at the venue. Pending demand, facilities to weigh boats may be made available on Friday 30th October.

7 Sailing Instructions

Sailing instructions will be posted to all entries received by the 23rd October 2009

Sailing Instructions will be available at Registration.

8 Regatta Site

The regatta will be based at the Hastings Yacht Club, Foreshore Street, Hastings, Victoria. Regatta headquarters will be the Hastings Yacht Club Race Office, Upper Level, HYC

9 Racing Area

The racing area shall be in the areas known as Western Port and Bass Strait. The areas are covered by charts AUS 150 and 151.

10 Courses

The courses shall be as described in Attachment A of the sailing instructions.

11 Scoring

The ISAF Low Point scoring system, Appendix A.4.1 will apply.

12 Radio Communications

All competitors shall maintain a listening watch on either VHF channel 73 or 27MHz channel 94 for the duration of the race being sailed and while proceeding to and returning from the start/finish area.

For the courses over 30nm all boats shall radio the committee vessel as soon as practical after rounding the designated marks with their position and expected finishing time.

A boat shall only make radio transmission as above. This requirement also applies to mobile telephone communications, except for emergencies.

Each skipper has a responsibility to ensure all communications and safety equipment is up to date and in good working order.

13 Divisions for the Awarding of Trophies

A minimum of 3 yachts will constitute a division. The Race Committee reserves the right to vary divisions depending upon the number of entries. The fleet will be in divisions as follows:

Racing

-Performance Handicap Division
-OMR

14 Handicaps

An OMR rating certificate will determine the handicap for OMR division. Performance handicaps will be determined by the Multihull Yacht Club of Victoria using the latest known handicap for each yacht and adjusted as required by the race committee..

The Multihull Yacht Club of Victoria Inc., at its absolute discretion, reserves the right to alter or adjust any handicap.

15 Prizes

Trophies for SOMR'09 are provided by the Event Sponsors,
E- MARINEWORLD

Medals will be awarded for fastest time, 1st, 2nd, and 3rd on OMR, 1st, 2nd and 3rd on Performance Handicap after each race at a 'happy hour' at the HYC. Presentation of other trophies will take place at the end of the regatta function at 1800 hours on November 3rd 2009.

Southern Oceans Multihull Regatta Pointscore:

OMR – 1st (TYCV Perpetual Trophy), 2nd and 3rd

Performance Handicap – 1st (MYCV Club Champion Perpetual Trophy), 2nd and 3rd

Sponsors trophies and MYCV perpetual trophies for individual races to be announced.

Other Trophies:

Pigs Might Fly Trophy (most unlikely occurrence)

Zinta Trophy (Best Boat Breakage)

Further Information

Please contact:

David Tapper 03 9844 0361 / tappers@bigpond.com

Ian Anderson 0402 088 990 / iani46@optusnet.com.au

**E-MARINEWORLD
SOUTHERN OCEANS MULTIHULL REGATTA 2009**

October 31 – November 3 2009

ENTRY FORM

Please tick Divisions entering OMR Performance Handicap

Owner/Skipper Name.....

Address.....

City..... Postcode.....

Tel. AH..... BH.....

Mobile..... Fax.....

Email.....

Boat Name..... Sail No.....

Boat Type..... Rig.....

Hull Colour..... Deck Colour.....

INSURANCE DETAILS:

Company:..... Policy Number:.....

Public Liability Insurance Cover: Expiry Date:

Please complete the crew listing below, record YC and YA Membership No. for all crew.

	Name	Yacht Club	YA No.
Crew 1			
Crew 2			
Crew 3			
Crew 4			
Crew 5			
Crew 6			
Crew 7			
Crew 8			

Entry Fee: Early Bird \$99.00 **Late Entry** \$124.00
Single Day Entry Available at \$30.00/ Day. – not eligible for Awards.
 Early Bird entries must be received before 1700 Hrs October 23rd 2009

Payment to: **Multihull Yacht Club of Victoria**
 48 Weerona Way
 Warrandyte Vic. 3113

Conditions of Entry (please read and sign at bottom)

I acknowledge and agree that:

In this Event application and declaration: "Club" means and includes the organising authority and: Yachting Victoria Incorporated of Suite 2 77 Beach Rd Sandringham 3191 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. 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. 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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

I agree to be bound by the Racing Rules of the ISAF and all other rules that govern the event, with which I make myself clear. I also acknowledge that rule 4 (decision to race) places me solely responsible for deciding whether or not to continue racing the boat. I further acknowledge and agree that in consideration of the notice of race (Entry Disclaimer) that subject to my entry into this event being accepted (without any obligation on your part to accept it) my participation is at my own risk.

I have lodged with my club, a Safety Compliance Declaration covering the period of this regatta for the appropriate Safety category.

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 (owner): _____

Name:

Date: //