SAIL MELBOURNE
SOUTHERN OCEANS MULTIHULL REGATTA 2007
JANUARY 19TH – 23RD, 2007

ENTRY FORM

Please indicate 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(select one): Early Bird:$175.00 Late Entry:$200.00

Single Race Entry Available at $30.00 per Race. – not eligible for Awards.

Early Bird entries must be received before 1700 Hrs Jan 12th 2007

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

(online entry available through sail Melbourne website www.sailmelbourne.com.au)

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: ☐☐/☐☐/☐☐