

# Charity Sailing Challenge

Race Patron: John Bertrand

Friday 30 March 2012  
At Royal Brighton Yacht Club

Principal sponsor



Supporting sponsor

**Brookfield**

Industry partner



## YACHT OWNER ENTRY FORM

YACHT NAME:	SAIL NUMBER:
OWNER/SKIPPER NAME:	
ADDRESS:	
PHONE: (B)	(M)
EMAIL:	
NUMBER OF SAILING CREW (max 2-3):	NUMBER OF GUEST CAPACITY:
WHICH CLUB IS YOUR YACHT REGISTERED?	
LOA:	DESIGN/MODEL:
RIG TYPE:	HULL COLOUR:

CFN: 11321  
PO Box 417  
Collins Street West  
Vic 8007  
T: (03) 9629 9246  
F: (03) 9629 6166  
E: [eventsvic@pif.com.au](mailto:eventsvic@pif.com.au)  
[www.pif.com.au](http://www.pif.com.au)

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Greg Paramor

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(National Chairman)  
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Vito Chiodo  
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### RACE DOCUMENTS REQUIRED (Please complete)

**Documentation required only if not already held by Royal Brighton Yacht Club.**

*NOTE: All competing yachts must produce a copy of the following documents with entry. Entry will not be accepted without these documents.*

*IMPORTANT NOTE: If the yacht is being chartered, then the yacht must be "in survey" to register for the Charity Sailing Challenge.*

**YA Special Regulations Equipment Compliance Certificate** (minimum category 6)  
OR Survey Certificate issued by Vic Marine

**Current Certificate of Insurance** (evidence of personal risk cover of no less than A\$10,000,000.00 by way of certificate of currency or policy document copy)

### DECLARATION

*I/We have read all the conditions of entry on the reverse and agree to be bound by the Racing Rules of ISAF 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 continue racing on the yacht.*

*I/We understand that lunch refreshments will be provided for all participants (incl. crew) for on-board consumption.*

OWNER/SKIPPER NAME:	
SIGNATURE:	DATE:

RACE DOCUMENTS COLLECTED  ENTRY NUMBER

**LAWYERS**  
TressCox

**ACCOUNTANTS**  
PricewaterhouseCoopers

**your charity helping young people at risk**

## 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 2009 Rules Parts 1, 2 and 3, if applicable;
  - The Prescriptions and Special Regulations of Yachting Australia;
  - The Royal Brighton Yacht Club ("RBYC") 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 the Property Industry Foundation Charity Sailing Challenge 2011;
  - (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 RBYC and its officers, employees, agents, volunteers and members, and the crews of all boats;
4. Acknowledges and accepts that RBYC:
  - (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 RBYC 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 the Property Industry Foundation Charity Sailing Challenge 2011;
    - (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 RBYC for its sponsors and for the respective officers, employees, agents, volunteers and members of RBYC and its sponsors;
  - (c) Participation by the boat and crew in the Property Industry Foundation Charity Sailing Challenge 2011 is agreed by RBYC 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 RBYC 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;
  - (e) In times of heightened risk PFD Lifejackets shall be worn by all crew;
6. Acknowledges and agrees that the contract formed by the acceptance of its entry by RBYC is governed by the law of Victoria and that any liability for harm to persons that results from breach of any express or implied warranty that the Property Industry Foundation Charity Sailing Challenge 2011 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 RBYC to arrange for special assistance because the boat has become disabled, or for any other reason, then the owner/charterer indemnifies RBYC and its officers, employees and agents in respect of any liability, cost or expense which may thereby be incurred;
8. Confirms that:
  - (a) The information with respect to the boat in this entry form 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 RBYC will be notified immediately, in writing or by email to the Principal Race Officer [pro@rbyc.org.au](mailto:pro@rbyc.org.au).
  - (d) The Decision to race as per The Racing Rules of Sailing 2009 - 2012 RRS 4 – Decision to race; the responsibility for a boat's decision to participate in a race or continue racing is hers alone.