

I certify that I understand my responsibilities as covered in the appropriate Regatta and that all items required by these regulations shall be on board my yacht for every race it starts in during the listed regatta.

I accept **THE ROYAL PRINCE ALFRED YACHT CLUB's** (ACN 000 095 063) ("Club") Notice to Participants ("Notice") which states:

1. By participating in any Club Event you agree to the conditions in this Notice and waive all claims and demands whatsoever of any action you may have against the Club, its committees, officers, officials, organisers and members in relation to any injury, loss or damage suffered as a consequence of your participation in any of the Club Events
2. Participation in Yachting and other events ("Club Events") held by the Club, is at your own risk and responsibility. Competitors shall accept that their participation in the race is at their exclusive risk in every respect. The Club takes no responsibility for your safety or health during any Club Event in which you participate. Specific attention is drawn to RRS 4 which states; "**The responsibility for a boat's decision to participate in a race or to continue racing is hers alone**" and AS Special Regulations 1.02.1 which states inter alia that : "**The safety of a boat and her crew is the sole and inescapable responsibility of the person in charge.**"
3. The Organising Authority, and its Officers, Members, Staff and Agents accept no responsibility in respect of loss of life, personal injury or loss or damage to property which may be sustained by reason of their participation or intended participation in the series or howsoever arising in connection with the series.
4. Where visibility is restricted or compromised due to a boat's design, sail configuration and/or crew agility the Person-in-Charge shall employ measures that will ensure they have adequate visibility prior to racing.
5. Whilst racing the Person in charge shall ensure they have adequate and competent Crew and/ or equipment to maintain a proper look-out by sight and hearing as well as by all available means appropriate in the prevailing circumstances and conditions in order to take appropriate action to avoid a collision.
6. Any person on board should be in reasonable health, have a reasonable level of fitness and be a competent swimmer in order to participate in any on water Club Event. Any person suffering medical conditions should consult their medical adviser and follow their advice about participating in any Club Event. Any person under the influence of alcohol or affected by any other substance shall not participate in any Club Event. The wearing of a Personal Floatation Device is recommended when participating in on water Club Events.
7. Participants should be aware that participation in the sport of yachting exposes participants to inherent risks as a result of which personal injury (and sometimes death) can, and does, occur.
8. Be prepared for no medical assistance, emergency assistance, first aid or other facilities are present or available to Participants in Club Events.
9. Sea and wind conditions may be hazardous, exposing participants to injury (or death) and include, but not limited to, drowning, hypothermia, loss of fingers and limbs, head and spinal injuries, broken bones, cuts, abrasions, sunburn and rope burns.

10. For all events organised by the Club, the Owner(s), Charterer(s), Person-in-Charge and Crew grant at no cost the absolute right and permission to use their names, voices, images, likenesses, and biographical material, as well as representations of their boat in any media (including television, print and internet), to the Organising Authority.
11. Competitors and crew names, voice, image, likeness and biographical material shall not be used by the Organising Authority, Host Club, or any event sponsors in a way which constitutes an endorsement of sponsors' products by said competitors and crew, unless the relevant competitor or crew is engaged by the sponsor to endorse said products or gives his/her prior written consent to such use. By participating in RPAYC club events the Owner(s), Charterer(s) and the Person-in-Charge and Crew shall acknowledge and accept the granting of media rights referred to in this paragraph.
12. For the purposes of communication, a boat's owner or representative's contact details shall be shared with the applicable fleet captain. If you wish to opt out of sharing your details, please contact the sailing office.

DECLARATION

I am familiar with the current Racing Rules of Sailing (RRS) and the Australian Sailing Special Regulations and I am familiar with and understand rule 4 "Decision to Race," and "Fundamental Regulations" of Australian Sailing Special Regulations Part 1.

I agree to be bound by the Racing Rules of Sailing, the Prescription and Special Regulations of Australian Sailing, the Notice of Race, the Sailing Instructions and all other rules that govern the Club Events.

I acknowledge and agree that:

My attention has been drawn to the World Sailing (WS) Fundamental Rule 4 "Decision to Race" which states "The responsibility for a boat's decision to participate in a race or to continue racing is hers alone".

My attention has been drawn to the details pursuant to "**Notice to Participants**" as above.

The entry of the boat and crew is agreed to and accepted by the Club on the basis that the Owner, Charterer, the Person-in-Charge, their skipper and crew are individually aware of and conversant with the risks involved in the sport of sail boat racing and that the participation in Club Events is entirely at the risk of the Owner, Charter, Person-in-Charge, competitor and his/her skipper and crew.

The Owner, Charterer and/or Person-in-Charge warrants the suitability of their boat for all Club Events the boat participates in.

The safety of a boat and its entire management including insurance shall be the sole responsibility of the Owner, Charterer and/or Person-in-Charge who must ensure that the boat is fully found, thoroughly seaworthy, and managed by a crew of experience who are physically fit. The Owner, Charterer and/or the Person-in-Charge must be satisfied as to the soundness of the hull, spars, rigging sails and all gear. They must ensure that all equipment is properly maintained.

Neither the Club nor its officers, employees nor agents shall be responsible or liable for any loss, damage death or personal injury however caused to the Owner, Charterer, the Person-in-Charge, their skipper or crew or their property as a result of their taking part in Club Events or races and their related activities, including pre-start and post finish

operations and shore activities.

Neither the Club nor its officers, employees or agents shall be liable for any costs or expenses that may be incurred as a result of special assistance on the water being arranged for any reason whatsoever.

I declare that:

The details submitted pursuant to this entry form are correct and any changes that alter the details submitted herewith will be made in writing to the Race Committee prior to racing.

The boat complies with the Australian Sailing Special Regulations part 1 for the Category required in the Notice of Race and Sailing Instructions.

The boat complies with the current NSW Roads and Maritime Services (RMS) Safety Equipment requirements as listed in the Notice of Race and the applicable Australian Sailing Special Regulation Compliance Form. A boat that does not will be ineligible to compete.

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I will advise each crew member or proposed crew member of the conditions of this entry form including this declaration and notice to participants.

I and the crew of the boat shall comply with and be bound by the rules referred to in the Notice of Race and Sailing Instructions.

The boat and its crew holds adequate insurance and in particular insurance against third party claims at least to the minimum cover referred to in the Notice of Race and Sailing Instructions (\$10,000,000) and that such cover will be in force and maintained in full force and effect while taking part in Club Events or Races and their related activities, including pre-start and post finish operations.

The crew has been advised by the Owner, charterer and/or the Person-in-Charge to satisfy themselves as to the experience of the skipper and the adequacy of the boat, all safety equipment and insurance arrangements.

I agree to allow the listing of my boat and her details, along with skipper name and where appropriate, crew name on the official site for this event.

I agree that the data on this screen may be stored, to assist the running and safety aspects of this and future events/series and for my access to simplify entering future events/series.

I have read and accepted the TopYacht [privacy statement](#).