

## SECTION 3 DECLARATION

This section can be completed online at <https://rpayc.com.au/sailing/cruising/annual-post-christmas-cruise-long-coastal-cruises/>

### I acknowledge and agree that:

My attention has been drawn to clause 2.4 of the Notice of Cruise which states "All participants are reminded that the skipper is solely responsible for deciding whether or not the boat under his command should participate or continue to participate in an event and I have been further reminded of RPAYC Cruising Regulations (Green Book) Section 1. 1.02 Owners Responsibility, which states the sole and inescapable responsibilities with regard to safety.

The entry of the boat and crew is agreed to and accepted by the Royal Prince Alfred Yacht Club on the basis that the skipper and crew are individually aware of and conversant with the risks involved in coastal sailing and that participation in this event is entirely at the risk of the skipper and crew.

The skipper warrants the suitability of his boat for the event.

The safety of a boat and her entire management including insurance must be the sole responsibility of the skipper who must ensure that the boat is fully found, thoroughly seaworthy, and managed by a crew of sufficient number and experience who are physically fit. The skipper must be satisfied as to the soundness of the hull, spars, rigging sails and all gear. He must ensure that all safety equipment is properly maintained, stowed and in date and that the crew know where it is kept and how it is to be used.

Neither the Royal Prince Alfred Yacht Club, nor its officers, employees, nor agents accept any responsibility or liability for loss, damage death or personal injury however caused to the skipper or crew or their property as a result of their taking part in the Christmas Cruise.

Neither the Royal Prince Alfred Yacht Club nor its officers, employees or agents accept liability for any costs or expenses that may be incurred as a result of special assistance at sea being arranged for any reason whatsoever.

The existence of these conditions, their use by the event organisers, and any inspection of the boat pursuant to these conditions does not limit the absolute responsibility of the skipper.

I agree to be bound by RPAYC Cruise Management Plan, the RPAYC Incident Management Plan, the Notice of Cruise, and the Cruise Sailing Instructions.

### I declare that:

The details submitted on the entry form are correct and any changes that alter the details submitted herewith will be made in writing to the RPAYC Cruising Committee prior to the closing entry date specified in *Section 1 NoC (4.2)*.

The boat complies with the "Special Regulations equipment compliance form" specified in *Section 1 NoC (3.1)*, and any alteration to the boat or its equipment that may affect the validity or currency of the documentation submitted to satisfy clause 6.1 of the Notice of Cruise will be made in writing to the Cruising Committee before the closing entry date.

I will provide each crew member or proposed crew member with a copy of this entry form and this declaration. In addition, I will advise each crew member or proposed crew member of the Privacy Note in Clause 6.1 of the Notice of Cruise before the entry closing date. I and the boat's crew must comply with and be bound by the rules referred to in Clause 2 (Rules and Regulations) of the Notice of Cruise.

The boat and its crew hold adequate insurance and in particular insurance against third party claims at least to the minimum cover referred to in Clause 3.3 of the Notice of Cruise (\$10,000,000) and that such cover will be in force and maintained in full force and effect throughout the Cruise period.

The crew members have been advised by the skipper to satisfy themselves as to the experience of the skipper and the adequacy of the boat, all safety equipment and insurance arrangements.

Signed .....

Date .....

Boat Name .....

Person in Charge .....