



Sunday 3rd November 2024

Middle Harbour Yacht Club, Sydney, Australia is the Organising Authority

Entry Form

Team Name:

Name of Skipper:

AS No:

Email:

Mobile:

Name of Crew 1:

AS No:

Name of Crew 2:

AS No:

Name of Crew 3:

AS No:

Event Fee: \$280 MHYC Members \$320 Non Members

Payment via direct deposit to MHYC BSB: 032291 Account: 620651 Ref: M2OWR + your surname

MIDDLE HARBOUR YACHT CLUB CONDITIONS OF ENTRY

The Team:

1. Acknowledges that this entry is made subject to the conditions set out in the Notice of Race and Sailing Instructions, including any amendments.
2. Acknowledges that all races will be governed by the current versions of:
 - * The rules, as defined in the Racing Rules of Sailing (RRS);
 - * The Special Regulations of Australian Sailing (AS);
 - * The Class Rules of any One Design Class or Association, if applicable;
 - * The Class Rules of any Rated Class or Association, if applicable; except as any of these are modified 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 any race comprising part of this regatta or series;
 - (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 MHYC and its officers, employees, agents, volunteers and members, and the crews of all boats;
4. Acknowledges and accepts that MHYC:
 - (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 such race;
 - (d) Does not certify the seaworthiness or suitability to race of any boat;
5. Agrees:
- (a) To release, hold harmless and indemnify MHYC, their officers, employees, agents, volunteers, members and its sponsors 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 loss of life or injury to persons, or loss or damage to property, howsoever caused, including by negligent act or omission, arising out of or relating to:
 - (i) participation by the boat or any other boat in any race comprising part of this regatta or series;
 - (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 MHYC for its sponsors and for the respective officers, employees, agents, volunteers and members of MHYC and its sponsors;
 - (c) that participation by the boat and crew in any race comprising part of this regatta or series is agreed by MHYC 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 MHYC 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 comprising this regatta or series or, once having started, whether to continue to race;
6. Acknowledges and agrees that the contract formed by the acceptance of its entry by MHYC, is governed by the law of New South Wales and that any liability for harm to persons that results from breach of any express or implied warranty to this regatta or series 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 MHYC to arrange for special assistance because the boat has become disabled, or for any other reason, then the owner/charterer indemnifies MHYC and its officers, employees and agents in respect of any liability, cost or expense which may thereby be incurred.
8. Acknowledges that MHYC owns all media rights in this regatta or series and grants MHYC, at no cost, the unconditional, perpetual right to publish and broadcast anywhere in the world, for any purpose and in any media, the names, images, likenesses and biographical information relating to the crew, and photographs, video footage and audio records taken of the boat and its crew prior to, during and after any race comprising part of this regatta or series; and
9. Confirms that:
- (a) The information with respect to the boat on the Registration Form (or already held by MHYC, or supplied as required to MHYC from time to time under the Notice of Race and Sailing Instructions) 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 or by acknowledged facsimile or email, 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 then MHYC will be notified immediately, in writing or by email to the Sailing Office. Alterations if any shall be made from the date of receipt with the Sailing Office.

I hereby declare that I have read and acknowledge the Middle Harbour Yacht Club Conditions of Entry.

Name:

Date: