

Victorian Sailing Supplies
International Fireball Australian
Championships 2006/2007

28th December 2006– 5th January 2007

Hosted by Westernport Yacht Club

Organising Authority – IFAV

NOTICE OF RACE

1. RULES

The regatta will be governed by the rules as defined in the *Racing Rules of Sailing* and the prescriptions and special regulations Part 2 of Yachting Australia Inc, except as any of these are altered by the Sailing Instructions.

2. ADVERTISING

Competitors may be required to display Event sponsor's name(s)/logo(s). If required, the Organising Authority will supply these items and they shall be affixed and/or worn as prescribed in the Sailing Instructions.

3. ELIGIBILITY & ENTRY

This Championship series is open to yachts whose skippers and crews are financial members of state associations affiliated with the International Fireball Association of Australia. Eligible boats shall enter either through the official form on the Sail Melbourne web site or may enter on the official Entry Form, which shall be lodged with Yachting Victoria by 1700 hours on the 10th December 2006. Any entries after 10 December 2006 shall be sent directly to IFAV c/o Westernport Sailing Club, PO Box 101, Balnarring, Victoria, 3926.

4. FEES

The entry fee is \$165 per boat for entries received before 31st October 2006. For entries received between 1st November 2006 and 10th December 2006 the entry fee is \$195. The entry fee for entries received after the 10th December 2006 is \$235

This fee includes:

- 1 Entry to all races.
- 2 Welcome night meal for helmsperson and forward hand.
- 3 Presentation night dinner for helmsperson and forward hand on 5 January 2005.
- 4 One event shirt for each of the helmsperson and forward hand.

5. SCHEDULE OF EVENTS

5.1 Registration & Measurement

28th December 2006 1000 - 1700 hours.

29th December 2006 1000 -1200 hours.

5.2 Races

Date	Race	Warning Signal
29 th December 2006	Invitation Race	1355 hours
30 th December 2006	Racing	1355 hours
31 st December 2006	Racing	1355 hours
1 st January 2007	Lay Day	
2 nd January 2007	Racing	1355 hours
3 rd January 2007	Racing	1355 hours
4 th January 2007	Racing	1355 hours
5 th January 2007	Racing	1355 hours

No more than 4 races will be raced in any one day.

5.3 No warning signal will be made after 1500 hours on the last day of racing.

6. MEASUREMENT

- 6.1.** Each boat shall produce a valid measurement certificate. Boats and equipment shall be presented for scrutiny according to the Measurement Instructions which will be a part of the Sailing Instructions.
- 6.2.** The following may be requested for presentation at the time of measurement check:
 - Hull (lines out)
 - Spars (mast, boom, spinnaker pole)
 - Sails (sails can only be presented if they have already been measured by an official Fireball Measurer)
 - Foils (centerboard and rudder)

7. SAILING INSTRUCTIONS

Sailing Instructions will be available to all members whose entries have been accepted, on completing registration at Westernport Yacht Club.

8. RACING AREA

The racing area will be on the waters of Westernport in the vicinity of the Westernport Yacht Club.

9. COURSES

The courses will be a combination of short and long courses as described in the Sailing Instructions.

10. SCORING

- 10.1** Four races are required to be completed to constitute a series.

- 10.2** (a) When fewer than five races have been completed, a boat's series score will be the total of her race scores.
- (b) When from five to eight races have been completed, a boat's series score will be the total of her race scores excluding her worst score.
- (c) When nine or more races have been completed, a boat's series score will be the total of her race scores excluding her two worst scores.

11. SUPPORT BOATS

- 11.1.** Support boats shall be marked with a yellow flag.
- 11.2.** All support personnel shall keep 100metres clear of the race area during racing, except when asked to assist by the Race Committee.

12. RADIO COMMUNICATION

A boat shall neither make radio transmissions while racing nor receive radio communications not available to all boats. This restriction also applies to mobile telephones.

13. PRIZES

13.1 The following prizes will be awarded:

Australian Championship Perpetual Trophy	First Place Overall
South Australian Perpetual Trophy	First Place Heat 1
Capita Perpetual Trophy	First Place Heat 2
Bruce Keir Perpetual Trophy	First Place Heat 3
Capita Perpetual Trophy	First Place Heat 4
Marlboro Perpetual Trophy	First Place Heat 5
Capita Perpetual Trophy	First Place Heat 6
Commonwealth Bank Perpetual Trophy	First Place Heat 7
Alf James Perpetual Trophy	First Place Heat 8
IFAV Perpetual Trophy	First Place Heat 9
Tillett Perpetual Trophy	First Place Heat 10
Bombay Bowl Perpetual Trophy	Best placed helm under 21 at 28 th December 2006
Ancient mariner	Best placed helm over 50 at 28 th December 2006

Bryan Inns Perpetual Trophy

First place on handicap

12.2 Other prizes may be awarded at the discretion of the IFAV Committee.

12.3 The age limit for eligibility for the Ancient Mariner Trophy may be lowered if necessary until at least 5 competing helmspersons are eligible.

14. DISCLAIMER OF LIABILITY

Competitors participate in the regatta entirely at their own risk. See rule 4, Decision to Race. The organising authority will not accept any liability for material damage or personal injury or death sustained in conjunction with or prior to, during, or after the regatta.

15. INSURANCE

Each participating boat shall be insured with valid third-party liability insurance with a minimum cover of not less than AUD \$5,000,000 (recommended AUD \$10,000,000).

All owners/competitors who sign the Entry Form are deemed to have made a declaration that they hold such cover.

16. FURTHER INFORMATION

For further information please contact;

Cameron Cantley-Smith

President IFAV

Telephone 0437 249 815

Email: cantca@mornpen.vic.gov.au

**Victorian Sailing Supplies International Fireball Australian Championships
2006/2007**

**28 December 2006– 5 January 2007
Hosted by Westernport Sailing Club
Organising Authority – IFAV
ENTRY FORM**

Name of Boat: _____

Sail Number: _____

Name of Helmsperson: _____ **YA No.**

Address: _____

Phone: _____

Age of helmsperson at 28 December 2006: _____ **years**

Is the helmsperson the designated person (RRS 46) yes no (Circle one)

Name of Club the designated person is a member of: _____

Name of Forward Hand: _____ **YA NO.**

Address: _____

Phone: _____

Shirt Size (one per competitor): S M L XL XXL XXL

We will try to supply your shirt sizes if the form is returned by 31st October 2006.

Social Event Information and Bookings

	DATE	COST	COST IF BOOKED AFTER DEC 10TH	TICKET ORDERS
Welcome Night	29 Dec '06	\$0 sailors \$15 extra adults \$7 under 12 years free under 6	\$0 sailors \$20 extra adults \$10 under 12 years free under 6	Sailors: 2 Adults: _____ <=12 yrs: _____
New Year's Eve	31 Dec '06	(same for sailors and friends) \$25 / adult \$15 / person 6-12 years free / child under 6	\$30 / adult \$15 / 6 – 12 years free / under 6	Adults: _____ 6 – 12 yrs: _____
Presentation Night	5 Jan '07	\$0 sailors \$25 / adult \$10 / 6-12 years free / child under 6	\$0 sailors \$30 / adult \$15 / under 12	Sailors: 2 Adults: _____ 6 – 12 yrs: _____ <6 yrs: _____

PAYMENT DETAILS

Please find enclosed: Cash \$AUD: Cheque (payable to Sail Melbourne): \$AUD:

Please charge my Visa Card, MasterCard, Bankcard for the amount of \$AUD:

Credit Card Number: _____ / _____ / _____ / _____

Expiry Date on card: ____ / ____ Card Verification number: ____ (The verification number are the last three numbers printed on the back of your card)

Name on card: Signature:

I have read, understood, acknowledge and agree to the Conditions of Entry on the final page of this entry form.

Please sign below.

Signed: **Date:**

Please submit payment along with this completed entry form to: Sail Melbourne, PO Box 83, Sandringham, Victoria, 3191, Australia.
Fax: +61 3 9598 7384, E-mail: info@sailmelbourne.com.au Website: www.sailmelbourne.com.au

Conditions of Entry

Please read and acknowledge your agreement to these terms and conditions by signing the declaration at the bottom of page one of the entry form.

I acknowledge and agree that: In this Event application and declaration: "Club" means and includes: 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 authorize 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 International Sailing Federation (ISAF) and all other rules that govern the event. I acknowledge that Rule 4 (Decision to Race) places me solely responsible for deciding whether or not to continue racing. I further acknowledge and agree that in consideration of Sail Melbourne's Notice of Race Clause 19 (Entry Disclaimer) that my participation is entirely at my own risk. I declare I have the insurance cover as required by the Notice of Race' 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.

Where the applicant is under 18 years of age this form must also be signed by the applicant's parent or legal guardian.

I,, am the parent or guardian of the applicant. I expressly authorise and consent to the applicant participating in the Event. In consideration of the applicant's participation in the event being accepted, I expressly agree to accept, in my capacity as parent or guardian, the terms set out in this Event application and declaration including the provision by me of a release and indemnity in the terms set out above

Parent's Signature: (where applicant under 18 y.o).....

Name: **Date:**