

NOTICE OF RACE (NOR)
Sail Melbourne 2007 - 30th 125 National Championships
At the Gippsland Lakes Yacht Club

Gippsland Lakes Yacht Club as the organizing Authority on behalf of the 125 Association, Victorian Division Inc. invites entries for the 2006-07 National Championships to be held between the 28th December 2006 and the 6th January 2007.

1. RULES

All races will be governed by the *rules* as defined in the ISAF 2005-2008 *Racing Rules of Sailing*, the Prescriptions and Special regulations of the Yachting Australia (YA) Addendum A Part 2.

2. ADVERTISING

The AYF has ruled that for all classes sailed in Australia other than those covered by Appendix 1—ISAF Advertising Code –20.4.2(a) or (b), boats may carry Category C advertising.

Competitors may be required to display event sponsors names/logos and bow numbers in accordance with ISAF regulation 20.3(d) (1). If required these items will be supplied by the Organizing Authority and shall be affixed as prescribed in the Sailing Instructions.

3. ELIGIBILITY

The Regatta is open to all yachts of the 125 class which shall comply with the Measurement and Construction Rules of the National 125 Association and hold a current measurement Certificate. Skippers and crew shall be current financial members of the Association, be members of a sailing club affiliated with YA, and hold current YA membership.

Proof of current memberships of YA, Club and insurance policy are required by providing this information on or with the entry form as required. (please see **INDEMNITY** section of this NOR). Eligibility for the various divisions within the regatta shall be governed by the competitors' age as at 1st December 2006. The helmsperson and crew must be a minimum of 8 years of age as at the 1st December 2006.

4. ENTRIES

Entries shall be submitted via the attached **FORM OF ENTRY** complete with payment and shall be lodged with Race Secretary by mail to C\ - 110 Belford Road, Kew East 3102 Victoria up until 17.00 hours Friday 1st December 2006 with the required fee. Late entries can be made at the registration desk Gippsland Lakes Yacht Club as a late entry with an additional late entry fee up until 10.00 hours on the 28th December 2006

5. FEES

Regatta entry fee includes Welcome Evening and Presentation dinner for Skipper and Crew.

Regatta entry fee, prior to 17:00 hours Friday 1st December 2006	\$200.00
Entries received after this time Additional Late Fee	\$ 50.00
Welcome Evening (non competitors) is \$10.00	
Presentation Dinner (non competitors) is \$20.00	

DIVISIONS

Division A: Helmsperson and Crew person nominated on **FORM OF ENTRY** for the Sail Melbourne 2007 – 30th 125 National Championships.

Division B: Helmsperson nominated, several crew persons from the same family only, nominated before the start of the regatta. This division is not eligible to win the National Championship,

6. SCHEDULE OF EVENTS

Thursday 28th December 2006 Collection of entry information kits, registration, check measurements of all competing 125 yachts from 9.00hrs to 12.00hrs then again 13.00hrs to 16.00hrs
Welcoming function 18.30hrs at the Gippsland Lakes Yacht Club.

Friday 29th December 2006 Collection of entry information kits, registration, check measurements of late arrivals only from 8.00hrs to 10.00hrs.

Information Session	10.30 hrs
Invitation Race 1 (short course format) – warning signal	13:55 hrs
Invitation Race 2 (short course format) – warning signal	as soon as possible after Invitation Race 1

Saturday 30th December 2006.

Information Session	11.00 hrs
Race 1 (long course format) – warning signal	13.55 hrs

Sunday 31st December 2006

Information Session	11.00 hrs
Race 2 (short course format) – warning signal	13.55 hrs
Race 3 (short course format) – warning signal	as soon as possible after Race 2

New Years Eve at the Gippsland Lakes Sailing Club with Fireworks at 21.00hrs for children and again at Midnight

Monday 1st January 2007

Lay Day

Tuesday 2nd January 2007

Information Session	8.30 hrs
Race 4 (long course format) – warning signal	10.25 hrs

Wednesday 3rd January 2007

Information Session	11.00 hrs
Race 5 (short course format) – warning signal	13.55 hrs
Race 6 (short course format) – warning signal	as soon as possible after Race 5

Thursday 4th January 2007

Lay Day

Friday 5th January 2007

Information Session	11.00 hrs
Race 7 (long course format) – warning signal	13.55 hrs

Saturday 6th January 2007

Information Session	8.30 hrs
Race 8 (long course format) – warning signal	9.55 hrs

Presentation	At the RSL Bainsdale	start	19.30 hrs
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The provision for conducting any re-sail of any races, either long or short course will be at the discretion of the Race Committee and re-sails also can be sailed on the lay days.

7. MEASUREMENT

All boats shall comply with the Measurement and Construction Rules of the National 125 Association and shall hold a current Measurement Certificate. Each boat shall submit a valid Measurement Certificate at Registration. In addition the Committee of the 125 Association Victorian Division Inc. may take any measurement it sees fit.

One set of sails, comprising of one mainsail, one jib and one spinnaker shall be used for the championship series. Each sail must have been measured and initialed by the State Measurer or delegate within eight (8) weeks prior to the start of the regatta. In addition the Nominated Measurement Team may take any measurements it sees fit at any time during the pre registration measurement or the regatta.

8. SAILING INSTRUCTIONS

Sailing Instructions shall be supplied to competitors at registration on 28th December 2006 at Gippsland Lakes Yacht Club.

9. RACING AREA

Gippsland Lakes Yacht Club

The racing area will be the waters of Lake Victoria, Gippsland.

10. COURSES

The courses shall be triangular style as described in the Sailing Instructions and consist of:-

Long Course Format

Triangle, Windward and return, Triangle, then to finish.

Short Course format:

Triangle, Windward and return, then to finish.

11. SCORING

RRS Appendix A. Low point scoring system shall apply.

A minimum of 4 races will constitute a series.

If 5, 6, or 7 races have been completed a boats series score will be the total of her race scores excluding her worst score.

Where 8 races are completed a boats series score will be the total of her race scores excluding her two (2) worst scores.

The lowest score wins

Handicaps shall be calculated progressively based on race results.

12. PRIZE LIST

Trophies shall be awarded at the discretion of the 125 Association committee as follows:

The fleet may be allocated into two similar sized groups to be determined by the scratch placings in the first 3 races completed of the regatta.

A Division:

Overall	1 st	125 State National Champion Perpetual Trophy
		Skipper and Crew
	2 nd -6 th	Skipper and Crew
Group 2:	1 st	Skipper and Crew.
Masters	1 st	Skipper over 50 at 1 st December 2006
Junior	1 st	Skipper and Crew both under 18 at 1st December 2006.
Junior	2 nd -3 rd	At discretion of Race Committee
Handicap		At discretion of Race Committee
B Division:	1 st	At discretion of Race Committee

13. 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 and similar electronic communication devices.

14. INSURANCE

All entrants shall have valid third party liability insurance with a minimum cover of \$5,000,000.00 for the event.

15. INDEMNITY

All those taking part in this Regatta, do so at their own risk and responsibility. Gippsland Lakes Yacht Club and the 125 Association (Victorian Division) Inc. are not responsible for the seaworthiness of a yacht whose entry is accepted or the sufficiency or adequacy of its equipment. In accordance with RRS rule 76 Gippsland Lakes Yacht Club and the 125 Association (Victorian Division) reserve the right to refuse an entry. Attention is drawn to the fundamental rule 4 that states, "A boat is solely responsible for deciding whether to start or to continue racing."

The organizers will not accept any liability for material damage or personal injury or death sustained in conjunction with or prior to, during, or after the races.

16. FURTHER INFORMATION

Contact either of the following for more information:

President:	Jamie Thompson (Home) 03-9889-3009	Email mailto:vicpresident@125assoc.com
Vice President		
& Event Coordinator:	Robert McQuade (Home) 03-9859-2558	Email mailto:vicvpres@125assoc.com
Secretary:	Sandra Feeney (Home) 03-9523-5002	Email mailto:vicsecretary@125assoc.com

17 Additional Information

Regatta polo-shirts are available at the price of \$35.00 each. Please fill in your requirements when completing your entry form. No additional polo-shirts will be available for purchase at the regatta.

PARKING

Car parking is adjacent to club for cars only apart from drop off and pick up of yachts for the event. Parking of road trailers will be done on vacant land. Details to be provided.

BOAT STORAGE

Storage of competing yachts will be on the club grounds (around the club). Please be tidy with parking your yachts after completing your days racing so all can share the area. Please leave beach trolley lanes clear so people can move yachts in and out for sailing and or repairs.

MEAL FACILITIES

Lunches available on sailing days.

18. From Gippsland Lakes Yacht Club

Gippsland Lakes Yacht Club is located at
Esplanade Street, Paynesville, Victoria 3880.
Telephone (03) 5156-6864
Website <http://home.vicnet.net.au/~glyc>

Club Rules for Visitors and Visiting Sailors

1. All competitors are honorary members of the club for the duration of the event
2. We ask they sign the visitors book on arrival
3. No BYO in the club
4. No alcohol out side the club precincts
5. No wet gear in main club rooms, only in breeze way and downstairs changing rooms.

Sail Melbourne 2007 30th 125 Association National Championships Entry Form

Helsmperson Yachting Australia Membership Number:

Title: _____ Gender: M / F Date of Birth: / /

Name: _____

Street Address: _____

Postcode: _____

Email: _____

Phone: (H) _____ Mobile: _____

Emergency Contact Name: _____

Emergency Contact Phone Number: (H) _____

Phone: (W) _____ Mobile: _____

Boat Details

Division: **A** (skipper and single crew) / **B** (skipper and crew from nominated list)

Masters (Skipper over 50) Y / N Junior (Skipper & crew under 18): Y / N

Sail Number: _____ Name: _____

Sail Panel Colour: _____ Hull Colour: _____

Crew for Boat

YA No	Name	Gender	Date of Birth	Next of Kin Name & Phone

Details of Insurance Policy

Company: _____ Policy Number: _____

Public Liability Insurance Cover \$ _____ Expiry Date: _____

This entry form must be accompanied by a copy of the boats current Certificate of Measurement and the regatta entry fee. Cheques should be made payable to the "125 Association – Victorian Division Inc" and mailed to 125 association c/o 110 Belford Rd Kew East Vic 3102 .

Payment Details

Cheque attached: Yes No \$.....

Office Use: Signed S ___ C ___ Sighted: Meas. Cert. ___ Ins. ___ YA skipper ___ YA crew ___

Conditions of Entry

I acknowledge and agree that:

1. In this Event application and declaration: "**Club**" means and includes: Gippsland Lakes Yacht Club and their 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.
2. **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.
3. **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. I agree to be bound by the Racing Rules of Sailing 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 start or continue racing on the boat.
4. **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.
5. **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.

6. **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.

7. **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.

8. **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.

9. **Consent to medical treatment:** If required, the Club will arrange medical or hospital treatment (including ambulance transportation) for me. I authorise such actions being taken by the Club where my further consent cannot be obtained and agree to meet all costs associated with such action.

10. **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.

11. **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.

12. **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.

13. I warrant that my boat complies with the safety prescriptions of Yachting Australia Inc and Yachting Victoria Inc. and that it my responsibility to ensure all equipment required under these prescriptions and my declared safety category are operational at all times.

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.

Signed:(skipper)

Signed: (crew)

Name:

Date:

Name:

Date

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) Skipper

Crew

Signed:

Signed

Name:

Date:

Name

Date

Name _____ Sail Number _____

Fee Details

	Fee		Amount payable
Regatta Entry Fee	\$200		
Late entry Additional fee	\$50		
Optional		Number required	Amount payable
Welcome evening additional tickets	\$10		
Presentation dinner additional tickets	\$20		
Regatta polo shirts	\$35		
		TOTAL	

POLO Shirt Orders

Please specify below the number and sizes of shirts required
 eg: 1 shirt size Mens XL, 1 shirt size Ladies 12, 2 shirts size Childs 10

Note: sizes available will be notified separately.