

Property Industry Foundation Annual Charity Yachting Regatta

Friday 17 March 2017

YACHT OWNER ENTRY FORM

PRINCIPAL SPONSOR



BOAT DETAILS

BOAT NAME:	SAIL NO.:
DESIGN/CLASS:	LOA: (METERS) OR (FEET)
REGISTERED AT WHICH CLUB:	NSW MARITIME REG#:
NO. OF OWN CREW INCLUDING SKIPPER:	MAX. NO. OF GUESTS:
TICK – BOAT IS PARTICIPATING AS A: COMPETING BOAT [] OR SPECTATOR BOAT/OTHER []	

OWNER DETAILS OR CHARTER COMPANY DETAILS

OWNER NAME/CHARTER COMPANY:	MEMBER AT WHICH CLUB:
<i>IF CHARTER COMPANY (COMPLETE THIS LINE)</i>	
PRIMARY CONTACT:	POSITION:
ADDRESS:	
SUBURB:	POST CODE:
PHONE NO.:	MOBILE NO.:
EMAIL ADDRESS:	

PERSON IN CHARGE (SKIPPER)/CREW DETAILS

SKIPPER NAME:	YA NO.:
EMAIL ADDRESS:	MOBILE NO.:

RACE DOCUMENTS REQUIRED: (PLEASE COMPLETE)

NOTE: All competing yachts must produce a copy of the following documents with entry. Entry will not be accepted without these documents.

<input type="checkbox"/> A current YA Special Regulations Equipment Compliance Certificate (minimum category 7) OR Survey Certificate issued by RMS	<input type="checkbox"/> A current Certificate of Insurance (evidence of personal risk cover of no less than A\$10,000,000.00 by way of certificate of currency or policy document copy)	<input type="checkbox"/> Current and Valid IRC Certificates (if held)
<input type="checkbox"/> Race Documents collected		

“EXTRACT FROM NOTICE OF RACE”

- 3.0 ELIGIBILITY AND ENTRY
- 3.1 The Race is open to yachts that are a single hulled and self righting design. All yachts entering shall hold and submit the following documentation;
- a current Category 7 (or higher) YA Special Regulations 'Equipment Compliance Form' or
 - a current Survey Certificate issued by RMS;
 - evidence of personal risk cover of no less than \$10,000,000, by way of a Certificate of Currency or Policy document copy;
 - and be on the Register of a Sailing Club affiliated with its National Authority.
- 3.2 Eligible yachts shall enter by completing the Corporate Entry Form.
- 3.3 Close of entries will be 1700 hrs on Thursday 2 March 2017, two weeks before the Regatta.
- 3.4 All above documentation shall be submitted to the Property Industry Foundation by close of entries.
- 3.5 MHYC in conjunction with Property Industry Foundation may, at its discretion, vary these eligibility and entry requirements if it deems that the entry of a yacht in this race has the potential to advance the quality of racing in this race.

Have you arranged for your yacht to be used by a company? YES NO

IF YES, COMPANY NAME: _____

DECLARATION (including conditions of entry): I/We have read all the conditions of entry on the reverse and agree to be bound by the Racing Rules of ISAF and by all other Rules that govern the event and I acknowledge that RRS Rule 4 - **Decision to Race**, places the sole responsibility for deciding whether or not to continue racing on the yacht.

OWNER/SKIPPER NAME: _____ SIGNATURE: _____ DATE: _____

MAIL
Property Industry Foundation
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201 Kent Street, Sydney NSW 2000

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CONDITIONS OF ENTRY

The owner/charterer:

1. Acknowledges that this entry is made subject to the conditions set out in the Notice of Race and Sailing Instructions, as they may be amended;
2. Acknowledges that all races will be governed by the current versions of:
 - The rules, as defined in the Racing Rules of Sailing (RRS) of the International Sailing Federation;
 - The Prescriptions and Special Regulations of Yachting Australia (YA);
 - 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, as they may be amended, and 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 and PIF:
 - (a) Do not and cannot control, diminish or affect the perils of the sea;
 - (b) Are in a position to take precautions against the risk of harm to persons arising from the perils of the sea;
 - (c) Are in a position to provide advice, assistance or support to boats and crews during the course of any such race;
 - (d) Do not certify the seaworthiness or suitability to race of any boat;
5. Agrees:
 - (a) To release, hold harmless and indemnify MHYC and PIF, 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 and PIF 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 and PIF 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 and PIF, 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 and PIF 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 and PIF own all media rights in this regatta or series and grants MHYC and PIF, 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 (supplied as required to MHYC and PIF 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 and PIF will be notified immediately, in writing or by acknowledged facsimile or email to respective offices. 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 Conditions of Entry

OWNER/CHARTERER OWNER (SIGNATURE 1)

DATE

OWNER/CHARTERER OWNER (SIGNATURE 2)

DATE