



## Notice of Event

### Laser/ILCA 50<sup>th</sup> Anniversary Hosted by Double Bay Sailing Club

Sunday 20<sup>th</sup> June 2021

#### **EVENT OVERVIEW**

In consultation with the NSW & ACT Laser Association, Double Bay Sailing Club (“DBSC”) is hosting a spectacular parade of Lasers/ILCAs to celebrate the 50<sup>th</sup> anniversary of the Laser/ILCA class (the “Event”).

The Event will occur on Sunday, 20 June 2021. The Event will be a demonstration spectacle, not a race. There will be prize draws for sailors who register and participate.

The Event will comprise a massed fleet of Lasers/ILCAs sailing from Fort Denison to Watsons Bay.

The purpose of the Event is to showcase the class, with a view to raising awareness of the Laser class and attracting more participants.

It is intended to be a historic Event that will be fun for participants and remembered into the future, including what we hope will be a world record for the number of Lasers/ILCAs sailing in a single fleet.

#### **SCHEDULE OF EVENT**

Participants will marshal in Farm Cove by 9:30am.

The Event will commence at 10:00am, and will follow a course from Fort Denison to Watsons Bay. Further information, including the starting procedure and course, will be detailed in the Sailing Instructions.

Participants are invited to attend DBSC after the Event for a free BBQ and prize draw. Shared dollies will be available for visitors to use.

#### **ENTRIES**

There is no cost of entry. Entry is via online registration at <https://www.dbsc.com.au/laser-50th>

#### **SAILING INSTRUCTIONS**

Sailing Instructions will be available in due course at <https://www.dbsc.com.au/laser-50th>

#### **RULES**

The Event will be governed by the current rules as defined in the Racing Rules of Sailing (RRS), the prescriptions and special regulations of Australian Sailing and the Laser/ILCA class rules, except as any of these are modified by the Sailing Instructions.

#### **ELIGIBILITY**

All entries must comply with the Laser/ILCA class rules.

## **INSURANCE**

Each participating boat shall carry a minimum of \$10 million of third-party insurance. All participants are deemed by their participation to have made a declaration to DBSC that they hold such cover. Participants may be required to produce evidence of such insurance and any participant not holding this cover shall withdraw their entry and shall not participate.

## **RIGGING AREA**

Participants may sail or be towed to the marshalling area, and may launch from anywhere it is legal to do so.

There is space at DBSC for participants to trailer, rig, and launch their boats. Visitors are welcome.

## **SOCIAL**

A BBQ will be held at DBSC after sailing and is free to all Event participants and volunteers. Shared dollies will be available for visitors to use.

## **PRIZES**

Performance Sailcraft Australia ("PSA") and NB Sailsports ("NB") have generously donated prizes for participation in the Event, which will be awarded via a random prize draw after the Event at DBSC. Attendance at DBSC is encouraged, but is not required, to claim prizes.

PSA has donated a special edition gold ILCA hull to commemorate the Event, with hull number 218850. That donated boat will be offered as a hull-swap prize to the first name drawn at random.

NB has donated three ILCA sails (the winner can choose 4.7, Radial, or Standard). Those donated sails will be offered one-each to the next three names drawn at random.

In order to be eligible to participate in the prize draw, Event participants must have: (a) successfully completed online registration for the Event prior to 5.00pm on Saturday, 19 June 2021; and (b) had their sail numbers recorded at a designated gate prior to the start of the Event (details will be provided in the Sailing Instructions).

Please refer to the Terms and Conditions for the rules of the prize draw.

## **TERMS AND CONDITIONS**

### **General**

1. Sailing is a hazardous sport with many risks, including collision with other boats, yachts, or powered vessels (including ferries or ships), exposure or drowning, and injury from equipment. This warning is issued by DBSC pursuant to the *Civil Liability Act 2002* (NSW) to all persons wishing to participate in the Event, and in any sailing activities conducted by DBSC.
2. It is each participant's decision whether to enter, whether to start, and whether to continue in, the Event. Participants are deemed to have accepted that their participation is at their exclusive risk in every respect.
3. These terms and conditions have precedence over any other provisions of this Notice of Event and the Sailing Instructions, unless expressly modified by the Sailing Instructions.
4. By submitting an entry and/or by participating in the Event, each participant:
  - (a) acknowledges that their entry and/or participation in the Event, is made subject to these terms and conditions, and accepts these terms and conditions;
  - (b) acknowledges that the Event will be governed by the current versions of the *rules* as defined in the RRS 2021-2024 of World Sailing, and insofar as they are applicable, the prescriptions and special regulations of Australian Sailing and the Laser/ILCA class rules, except as any of these are modified by the Sailing Instructions, as they may be amended from time to time;

- (c) acknowledges and accepts the risks, including the risk of harm to persons or property, associated with sailing, including: collision with other boats, yachts or powered vessels (including ferries or ships); exposure or drowning; injury from equipment; the participation (including negligent participation) by all persons participating in the Event; the defaults, acts and omissions (including negligent defaults, acts and omissions) of DBSC and its officers, officials, employees, agents, volunteers and members (together "Associates" and each an "Associate"), and the crews of all boats;
- (d) acknowledges and accepts that DBSC: does not and cannot control, diminish or affect the hazards of sailing; is not in a position to take precautions against the risk of harm to persons or property arising from the hazards of sailing; is not in a position to provide advice, assistance or support to participants during the course of the Event; and does not certify the sea worthiness or suitability to the Event of any boat;
- (e) agrees to release, hold harmless and indemnify DBSC and its Associates, from all liability (including liability for negligence) that any of those persons has or may have to the participant, or to any person claiming through or under any participant, arising from loss of life or injury to persons, or loss or damage to property, however caused (including as a result of negligence);
- (f) agrees that the benefit of paragraph (e) above is held on trust by DBSC for its respective Associates and each of them;
- (g) agrees that participation by the participant and/or the boat sailed by the participant in the Event is agreed by DBSC on the basis that participation is entirely at the risk of the participant, and that DBSC is not responsible for the boat or its crew;
- (h) acknowledges and agrees that the contract formed by the acceptance of this entry by DBSC is governed by the laws of New South Wales;
- (i) agrees that that any liability for harm to any person or persons that results from breach of any warranty, express or implied, that the event and all services relating thereto will be conducted or rendered with reasonable care and skill, is excluded;
- (j) agrees that if the participant or any person on the participant's behalf requests any Associate, or any event officer, official, employee, agent volunteer or other participant, (each an "Assister") to arrange for assistance because the boat sailed by that participant has become disabled, or for any other reason, then the participant indemnifies DBSC, its Associates and each Assister in respect of any liability, cost or expense which may thereby be incurred, including as a result of negligent defaults, acts or omissions;
- (k) agrees and acknowledges that by taking part in the Event, they are responsible for complying with any regulations or public health orders in force from time to time in respect of COVID-19 and for complying with DBSC's COVID-19 protocols and the NSW Government's COVID-19 regulations, public health orders and/or other requirements in respect of the COVID-19 pandemic;
- (l) agrees to release, hold harmless and indemnify DBSC and its Associates, from all liability (including liability for negligence) that any of those persons has or may have to the participant, or to any person claiming through or under any participant, arising from, or associated with, the conduct of a prize draw (or any associated competition), including a failure to record such participant's registration or participation in the Event, a failure to include such participant in the prize draw, a failure to ensure that such prize draw (or any associated competition) is conducted in accordance with its terms, a failure to offer an advertised prize either at all or in the form advertised, and a failure to notify the winner of a prize;
- (m) irrevocably consents to DBSC taking photography and video footage of the Event, and distributing that imagery and/or material in Australia and worldwide, as DBSC sees fit, and irrevocably assigns to DBSC all interest in any intellectual property (and waives any moral rights) in such imagery and/or material;
- (n) irrevocably consents to DBSC publishing their name, club memberships, hull number and/or sail number in relation to the Event (as well as the fact that they have won a prize, if applicable), and consents to receiving communications from DBSC, whether related to the Event or otherwise;

- (o) confirms and warrants that they have sufficient competency as a dinghy sailor to participate safely in the Event, in any weather conditions, and confirms and warrants that the boat (and its rigging and other components) that they will sail in the Event is in an appropriate condition to participate in, and complete, the Event safely; and
- (p) agrees to be bound by the Sailing Instructions, as they may be amended from time to time, and the DBSC Privacy Policy at <https://www.dbsc.com.au/privacy-policy>.

### Prizes

- 5. DBSC may advertise prizes to be awarded, and may award prizes, to participants.
- 6. Prizes will include (a) a special edition gold ILCA hull, with hull number 218850, donated by PSA on a hull-swap basis (the "PSA Prize"), and (b) three ILCA sails (the winner can choose 4.7, Radial or Standard), donated by NB (each an "NB Prize"). (For the avoidance of doubt, the PSA Prize relates to a hull only, and does not include spars, sail, foils, rigging or any other accessories).
- 7. Each prize draw will be conducted by the Commodore of DBSC or his nominee, in a manner to be determined by DBSC in its sole discretion. It is intended that each prize draw will be random, but neither DBSC nor any Associate warrants that such prize draw is in fact random.
- 8. It is intended that each prize draw will occur during the post-Event BBQ at DBSC on 20 June 2021, but DBSC reserves the right in its discretion to defer any prize draw to another date and time.
- 9. The winners will be determined as follows:
  - (a) the first name drawn will be offered the PSA Prize, which can be claimed from PSA on condition that the claimant provides PSA with clear title (free of any encumbrance) to the hull sailed by that claimant in the Event. If that claimant is unable to provide such title to PSA, then PSA may accept, in its discretion, another form of consideration that it considers in its discretion to be of equivalent value. In such circumstances, the claimant must reach agreement with PSA within two months of the relevant prize draw, failing which the claimant's claim to the prize will be forfeited; and
  - (b) the three subsequent names drawn will each be offered an NB Prize, which can be claimed from NB.
- 10. The winners will be announced at the time of any prize draw and will be published in DBSC's newsletter, which may be subscribed to at <https://www.dbsc.com.au/>. Attendance at DBSC during the prize draw is encouraged, but is not required, in order to claim a prize.
- 11. The Commodore of DBSC, and any person assisting the Commodore of DBSC in the conduct of any prize draw, cannot participate in any prize draw. The winner of any prize is excluded from any subsequent prize draw.
- 12. To be eligible to participate in any prize draw and to claim a prize, each participant must have:
  - (a) successfully completed online registration prior to 5.00pm on Saturday, 19 June 2021 (and such registration must have been recorded in DBSC's Event database); and
  - (b) participated in the Event using the sail number that was recorded through the online registration (and such sail number must have been recorded in DBSC's Event database via a designated sign-on gate prior to the start, details of which will be provided in the Sailing Instructions).
- 13. The result of each prize draw shall be declared final when the associated prize is validly claimed.
- 14. Where a prize is not validly claimed for any reason within two months of the relevant prize draw, the relevant claimant's claim to the prize will be forfeited, and a re-draw will be conducted. The first name drawn in that re-draw will be offered the relevant prize.

## **ENQUIRIES**

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