

RACE ENTRY FORM



2022-2023 EXPLORER 16 VICTORIAN CHAMPIONSHIP

To be held at St Leonards Yacht Club & Motor Squadron 17-18 February 2024

SAIL NUMBER	BOAT NAM	E					
DECK COLOUR	.DIVISION:	Championship / C	ruising (circle applicable)				
EXPLORER 16 (meets Class Specification) / EXPLORER 16 Day Sailer (circle applicable)							
OWNER / SKIPPER NAME							
ADDRESS							
Emergency Name & Contact							
OWNER / SKIPPER YACHT CLUB			AS Member No				
CREW 1 NAME		CLUB*	AS No*				
Emergency Name & Contact							
CREW 2 NAME		CLUB*	AS No*				
Emergency Name & Contact							
CREW 3 NAME		CLUB*	AS No*				
Emergency Name & Contact							

ELIGIBILITY:

Entries will only be accepted from financial members of the Explorer 16 Association Inc.

A boat's crew must comprise at least two persons, and the skipper must be at least 16 years of age.

A Declaration of Compliance for Race Category 6 shall be completed by each boat and <u>lodged with their</u> <u>Entry Form</u>, unless the boat already holds a 2022-2023 Year Safety Equipment Compliance Sticker.

****The closing date for the receipt of Entry Forms is Friday 3rd February 2023.

ENTRANCE FEE:

Payment of Race Fee \$50.00

Catering: Sat. 17th Dinner (\$30 per person, \$15 per child 14 and under). No. of adults: , No. of children:

Total \$ Paid:

(please cross out where not applicable)

- 1. I have enclosed remittance by crossed cheque payable to the 'Explorer 16 Association', OR
- 3. I will pay the Entry Fee (\$50) on Saturday 17th February prior to launching.

HANDICAP CALCULATIONS Note all boats (Mk1, Mk2, Daysailer) will have the same new AS CBH of 0.6283 (with spinnaker) and 0.5962 (no spinnaker), with the exception of AS listed OAK Explorers.

- will you sail with a spinnaker on board? Yes / No

PLEASE NOTE THAT SIGNATURE OF ENTRANT IS REQUIRED ON PAGE 2. <u>UNSIGNED ENTRIES WILL NOT BE ACCEPTED</u>

Conditions of Entry

I acknowledge and agree that:

- 1. In this Event application and declaration: "Club" means and includes: (Explorer 16 Association and/or Saint Leonards Yacht Club & Motor Squadron) 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 against the Club under any right expressly conferred by its 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. 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
- 3. This document cannot be amended. If I do amend it my application will be null and void. It cannot be accepted by the Club.
- 4. The Event rules & this declaration comprise a contract between me and the Club and are necessary and reasonable to promote and conduct the Event.
- 5. **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.
- 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 membership 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:
- (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 to the extent permitted by law 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. I acknowledge that the photographs are owned by the Club using my name, image, likeness and also my performance in the Event, at any time, to promote the Event or the Club activities by any form of media.
- 12. **Severance**: If any provision of this membership 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 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 Australian Sailing Inc . and Yachting Victoria Inc. and that it is 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:		
Name:		
Date:		