
Terms & Conditions

1. Organisation

- 1.1.1. All skippers are required to be current financial members of MHYC.
- 1.1.2. MHYC reserves the right to cancel this license if it observes or has to reason to believe the terms & conditions of Use are not being followed

2. Boat Allocation and Rules

- 2.1. Boats and sails will be allocated by MHYC. The User Log must be completed prior to each use.
- 2.2. The boats must be used as presented and no modifications may be made to the boat (including sponsor logos). Standard rigging tension has been preset and must not be altered. Sails are as supplied and must not be re-cut or altered.
- 2.3. All damages/repairs must be reported on the Official Damage/Repairs Form.
- 2.4. Bookings must be made at least 3 days in advance and include a contact number and email.
- 2.5. Minimum age of all participants is 13 years.
- 2.6. Applicants will be screened for sailing experience before being approved for sailing.
- 2.7. Applicants must provide all their own sailing clothing and PFD.
- 2.8. Applicants will comply with the Middle Harbour Yacht Club Code of Conduct at all times.
- 2.9. Applicants shall observe the International Regulations for the Prevention of Collisions at Sea (IRPCAS) and Racing Rules of Sailing at all times.
- 2.10. All applicants acknowledge that participating in sailing activities and events may be dangerous and may result in harm or personal injury and property damage and they participate in such events aware of such dangers and voluntarily accept any risk of harm. Middle Harbour Yacht Club is not responsible for any harm or injury suffered by any person in any sailing event or activity of whatever nature.

3. Prohibited Items and Actions

- 3.1. Any additions, omissions or alterations to the equipment supplied.
- 3.2. The use of any equipment for a purpose other than intended.

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- 3.3. The use of sails other than what is provided by MHYC.
 - 3.4. The replacement of any equipment provided.
 - 3.5. Sailing the boat in a manner that is reasonable to predict damage would result.
 - 3.6. Boarding a boat without prior permission.
 - 3.7. Taking a boat from its berth without having paid the appropriate fee and damage deposit.
 - 3.8. Hauling out a boat or cleaning surfaces below the waterline.
 - 3.9. Using a flattener as a reef.
 - 3.10. Attaching lines to the fabric of spinnakers.
 - 3.11. Perforating sails, even to attach tell tales.
 - 3.12. Adjusting or altering the tension of standard rigging. This includes moving the cars to adjust the rigging tension.
 - 3.13. Omitting any headsail car or tuning block before sheeting.
 - 3.14. Cutting any cords or ropes.
 - 3.15. The use of electronic instruments other than a compass and watches.
 - 3.16. Putting permanent marks on the boats or sheets.
 - 3.17. Using side stays to facilitate roll-tacking.
 - 3.18. Leaving any rubbish or personal items onboard after racing
 - 3.19. Using a boat while under the influence of alcohol or drugs.
 - 3.20. Smoking while on the boat.

4. Permitted Items and Actions

- 4.1. Taking a bag onboard containing.
 - 4.1.1. Basic hand tools.
 - 4.1.2. Adhesive tape.
 - 4.1.3. Line (elastic or otherwise of 4mm diameter or less).
 - 4.1.4. Telltale material

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4.1.5. Hand held compass.

4.1.6. Shackles and clevis pins.

4.2. The use of the contents of the bag to.

4.2.1. Prevent fouling of lines, sails and sheets.

4.2.2. Attach tell tails.

4.2.3. Prevent sails being damaged or falling overboard.

4.2.4. Mark control settings.

4.2.5. Make minor repairs.

5. Damage Deposit

5.1. The damage deposit is \$1,000 (inc. GST.) per boat and a credit card number shall be held.

5.2. An initial damage deposit of \$1,000 (inc. GST) shall be paid before the first race. The damage deposit is the limit of liability of each skipper for each incident. However, If a boat is damaged while being sailed in this program, the skipper of each boat is responsible for the rectification of the damage and/or the payment of the insurance excess in any incident. The Sailing Manager will have the final decision on how the repair is to be effected.

5.3. In the event that a deduction from the damage deposit is decided by MHYC, it may require that the deposit be restored to its original amount before the skipper will be permitted to continue in the series.

I acknowledge and accept the above conditions.

Signed:

Date:

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MIDDLE HARBOUR YACHT CLUB CONDITIONS OF ENTRY 2024 - 2025

The owner:

1. Acknowledges that this entry is made subject to the conditions set out in the Notice of Race and Sailing Instructions, including any

amendments;

2. Acknowledges that all races will be governed by the current versions of:

- * The rules, as defined in the Racing Rules of Sailing (RRS);
- * The Special Regulations of Australian Sailing (AS);
- * 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;

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:

(a) Does not and cannot control, diminish or affect the perils of the sea;

(b) Is not in a position to take precautions against the risk of harm to persons arising from the perils of the sea;

(c) Is not in a position to provide advice, assistance or support to boats and crews during the course of any such race;

5. Agrees:

(a) To release, hold harmless and indemnify MHYC, 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

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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 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 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, 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 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 owns all media rights in this regatta or series and grants MHYC, 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

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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 (or already held by MHYC, or supplied as required to MHYC

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 will be notified immediately, in writing or by email to the Sailing Office. 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 Middle Harbour Yacht Club Conditions of Entry.

Signed _____ Date: _____