



2014
NB SAILSPORTS WINTER SPRINT SERIES
Laser, Laser Radial, and Laser 4.7
20 September 2014

Double Bay Sailing Club

The Organising Authority is the Double Bay Sailing Club in association with
NBSailSports and NSW & ACT District Laser Association

SAILING INSTRUCTIONS

**ALL COMPETITORS SHOULD READ THE RISK WARNING, LIABILITY AND
RELEASE AT ANNEXURE 3 OF THESE SAILING INSTRUCTIONS**

1. RULES

- 1.1 The Regatta on 20 September 2014 at Double Bay Sailing Club Inc. (DBSC) will be governed by:-
 - (a) the Racing Rules of Sailing, 2013-2016 (**Racing Rules**); and
 - (b) these Sailing Instructions.
- 1.2 The Prescriptions and Special Regulations of Yachting Australia Part 2 apply.
- 1.3 The rules and by-laws of the International Laser Class Association apply.
- 1.4 The Racing Rules with the Prescriptions and Regulations of Yachting Australia can be viewed at:
<http://www.yachting.org.au/sport-services/racing-rules/racing-rules-of-sailing/>
- 1.5 The rules and by-laws of the International Laser Class Association can be viewed at:
<http://www.laserinternational.org/rules/classrules>
- 1.6 The Annexures 1-3 form part of these sailing instructions.

2. ALTERATIONS TO THE RACING RULES

- 2.1 Race Signal AP when displayed ashore is amended so that the Warning Signal will be made not less than 30 minutes after removal.
- 2.2 Rule 35 and A4.1 are amended so that all boats not finishing within the time limit shall be scored DNF without a hearing.

- 2.3 Rule 60.2 is amended in that the Race Committee shall be represented by the Race Officer or their nominated representative.

3. ELIGIBILITY AND ENTRY

- 3.1 Entries shall be lodged in accordance with the NBSailSports Winter Sprint Series Notice of Race.
- 3.2 All competitors shall complete registration with the Organising Authority.
- 3.3 All competitors shall be current financial members of a district of the ILCA and of a yacht or sailing club affiliated with a National Authority.
- 3.4 Eligibility for age group divisions shall be the competitor's age on 31st August 2014.
- 3.5 Competitors sign on and off in the manner prescribed. Failure to comply with this requirement may result in the competitor scoring Did Not Start.
- 3.6 Competitors must at all times when afloat wear a personal flotation device, except when briefly changing or adjusting clothing or personal equipment. Wet suits and dry suits are not personal flotation devices. This changes Racing Rule 40. A breach of this rule will result in disqualification and, in the discretion of the Sailing Committee, suspension from future races.

4. NOTICES TO COMPETITORS

- 4.1 Notices to Competitors will be posted on the official Regatta Notice Board located in the clubhouse of the Double Bay Sailing Club.

5. CHANGES IN SAILING INSTRUCTIONS

- 5.1 Any change to the Sailing Instructions will be posted at least two hours before the first race on the race day.

6. SIGNALS MADE ASHORE

- 6.1 Signals made ashore will be displayed from the DBSC Clubhouse flag mast (located at the southern/park end of the clubhouse). It shall be the responsibility of any boat launching from other sites to observe signals displayed.
- 6.2 When flag AP is displayed ashore, racing is postponed by not less than 30 minutes.

7. SCHEDULE OF RACES

- 7.1 Races are scheduled as follows:

Event	Day	Date	Time
Briefing	Saturday	20 th September 2014	1200 hours
Racing	Saturday	20 th September 2014	1300 hours

- 7.2 A maximum of three races are to be conducted for this leg of the NBSailSports Sprint Series.

8. FLEETS

- 8.1 The Laser Standard division shall sail as one fleet.
- 8.2 The Laser Radial and 4.7 divisions shall sail as one fleet.
- 8.3 The Race Committee may decide to change the fleet structures based on numbers.

- 8.4 Any decision of the Race Committee regarding changes to divisions shall be communicated at the race briefing.

9. FLEET FLAGS

- 9.1 The Laser Standard fleet flag will be a white flag with a red Laser emblem.
- 9.2 The Laser Radial and 4.7 fleet flag will be a green flag with a red Laser emblem.
- 9.3 If the two fleets are combined then the combined fleet flag will be a red flag with a Laser emblem.

10. RACING AREA AND NAVIGATING DOUBLE BAY

- 10.1 The course area will be in the vicinity of Shark and Clarke Islands.
- 10.2 In a moderate breeze, competitors should allow not less than 20 minutes sailing time from the DBSC Clubhouse to the start area.
- 10.3 Competitors should be aware the Double Bay Ferry wharf is immediately to the east of the Clubhouse and is in constant use by Sydney Ferries and other vessels. Competitors should exercise caution when leaving and returning to the Clubhouse. Competitors must give way to Sydney Ferries – see paragraph 25 of these Sailing Instructions.

11. COURSES

- 11.1 See Annexure 1.

12. MARKS

- 12.1 DBSC buoys are yellow cylinders, and may have text markings.
- 12.2 Marks 1, 2 and 3 are cylindrical shaped yellow buoys.
- 12.3 The port end starting mark will be a yellow cylinder mark.
- 12.4 The starboard end finish mark will be a blue cylinder mark.

13. THE START

- 13.1 The order of starts for Race 1 will be the Laser Radial and 4.7 division followed by the Laser Standard division. This order may be amended for subsequent races by the Race Officer.
- 13.2 Succeeding fleets may be started any time after the preceding fleet.
- 13.3 Separate finishing and starting lines will apply.
- 13.4 The starting line will be between the flag mast displaying an orange flag on the Race Committee Starting Boat at the starboard end, and the port end Start Mark. The port end starting mark will be a yellow cylinder mark.
- 13.5 Boats who's Warning Signal has not been made shall avoid the starting area and all boats who's Warning Signal has been made.
- 13.6 A boat starting later than four minutes after her starting signal will be scored "Did Not Start" without a hearing. This amends rule A4.
- 13.7 The starting sequence will be as follows:

Signal	Flag and Sound	Minutes before Start
Warning	Class Flag, 1 sound	5
Preparatory Code Flag	Code Flag P or Black Flag 1 sound	4
One-minute	Code Flag P or Black Flag removed 1 sound	1
Starting	Class Flag removed 1 sound	0

14. CHANGE OF COURSE

14.1 There will be no change of course during any race.

15. THE FINISH

15.1 Separate finishing and starting lines will apply.

15.2 The finish will be located to approximately 50 meters to 100 meters to leeward of the Starting Line.

15.3 The finishing line will be between a blue cylinder mark at the starboard end, and a flag mast displaying a blue flag on the Race Committee Finishing Vessel (a rhib at anchor) on the port end of the finishing line.

15.4 Boats must not pass through the finish line except when finishing.

16. RETIREMENT

16.1 A competitor who retires from a race, either before or after finishing, shall:

- (a) notify the Race Officials; and
- (b) sign off before the end of Protest Time.

17. TIME LIMIT AND TARGET TIMES

17.1 The time limit for the first boat to complete the course and finish correctly in each fleet will be 60 minutes.

17.2 The target time for each race is 30 to 40 minutes.

17.3 Boats failing to finish within 15 minutes after the first boat of the same fleet sails the course and finishes will be scored Did Not Finish without a hearing. This changes rules 35 and A4.

17.4 If no boat has rounded the first mark within 30 minutes after the start the race will be abandoned.

18. PROTESTS AND MEDIATION

18.1 The requirements for protests, requests for redress and mediation are set out in Annexure 2.

19. SCORING

19.1 This event comprises three heats of the five venue fifteen race NBSailSports Sprint Series.

- 19.2 The worst three scores during the series will be discarded at the end of the series.
- 19.3 All divisions will be scored as part of their fleet.

20. SAFETY REGULATION, SIGNING ON AND SIGNING OFF

- 20.1 Competitors shall sign on and sign off before the end of protest time, at the Double Bay Sailing Club.
- 20.2 Failure to sign or call on or off may result in the competitor being awarded a penalty, without hearing, of up to and including disqualification from all races on the day in question.
- 20.3 A boat that retires shall notify the Race Committee as soon as possible. The competitor shall sign or call off at the first reasonable opportunity.

21. EQUIPMENT AND MEASUREMENT CHECKS

- 21.1 A boat or equipment may be inspected at any time for compliance with the ILCA Class Rules and Yachting Australia Special Regulations, Part 2 Off The Beach Boats.

22. PRIZES

- 22.1 Prizes will be awarded to the winners of each Division. Other prizes may also be awarded at the discretion of the Organising Authority.

23. DISCLAIMER OF LIABILITY

- 23.1 All those taking part in this Regatta do so at their own risk and responsibility.
- 23.2 Attention is drawn to RRS Fundamental Rule 4 Decision to Race “A boat is solely responsible for deciding whether or not to start or to continue racing”.
- 23.3 The Double Bay Sailing Club, NBSailSports and the NSW and ACT District Laser Association their officers, and the Regatta officials, volunteers and sponsors do not accept any liability for the material damage or personal injury or death sustained in conjunction with or prior, during or after the regatta.
- 23.4 The Double Bay Sailing Club, NBSailSports or the NSW and ACT District Laser Association reserve the right to refuse an entry.

24. INSURANCE

- 24.1 Competitors are not covered by DBSC insurance for:
 - (a) loss or injury they may sustain while participating in the regatta;
 - (b) damage to persons or property suffered by third parties caused by the competitor.
- 24.2 Each competitor must be insured with valid third-party liability insurance with a minimum cover of \$10,000,000 per incident. A competitor must provide evidence of insurance if requested to do so by the Sailing Committee. Competitors may be required to confirm they have insurance when signing on for a race.

25. HARBOUR SAFETY AND DBSC AQUATIC LICENCE

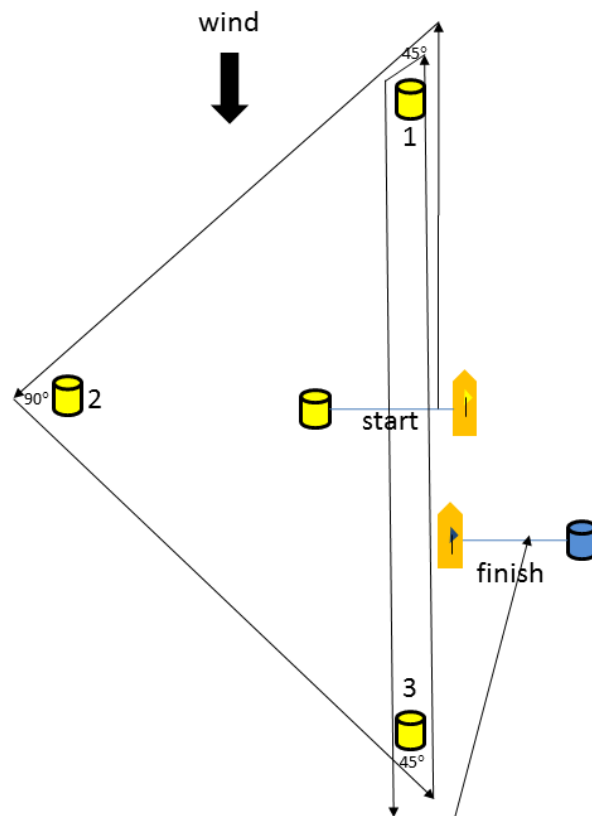
- 25.1 Some commercial ferries on Sydney Harbour display an orange diamond shape which gives these vessels priority (right of way) over sail. This is an exception to the “power gives way to sail” rule.

- 25.2 Competitors are reminded of their requirement to keep clear of vessels greater than twenty metres in length that are navigating in or near the vicinity of a narrow channel.
- 25.3 As required by Roads and Maritime Services, competitors must stop and give assistance that may be necessary if a boating accident occurs. Where an accident results in serious injury, or damage in excess of \$5,000 to a vessel or any other property, a written report must be forwarded to Roads and Maritime Services within 24 hours.
- 25.4 If a race is abandoned because of dangerous conditions, it is the responsibility of all competitors to return to shore as soon as possible. Competitors who are able to do so must assist fellow competitors in need of assistance to return to shore safely.
- 25.5 It is a requirement of the aquatic licence granted to DBSC that DBSC advise competitors:
- (a) all competitors must maintain a minimum distance of 500 metres from the bow of any ship (oil tankers and sea going cruise ships) and 200 metres from the bow of any ferry (including other seagoing commercial vessels such as the James Craig) and no less than 30 metres from the side or stern of any ship or ferry underway;
 - (b) competitors must not navigate between moorings whilst competing;
 - (c) all vessels navigating in the vicinity of the safe water mark, 350 metres from Bradley's Head, should pass to the north of the buoy when proceeding westward and should pass to the south of the buoy when proceeding eastward.

ANNEXURE 1**26. COURSES**

26.1 The course will be Start – 1 – 2 – 3 – 1 – 3 – Finish.

26.2 All marks are to be rounded to port.



ANNEXURE 2

27. PROTESTS

- 27.1 Protest forms are available at the Double Bay Sailing Club clubhouse. Protests and requests for redress or reopening shall be delivered there within the time limit. Protests are subject to prior mediation in accordance with paragraph 28.
- 27.2 For each class, the protest time limit is 60 minutes after the last boat has finished the last race of the day or the Race Committee signals no more racing that day, whichever is later.
- 27.3 Notices will be posted no later than 15 minutes after the protest time to inform competitors of hearings in which they are parties or named as witnesses. Hearings will be held in the Clubhouse beginning at the time posted.
- 27.4 Notices of protests by the Race Committee or protest committee will be posted to inform boats under Racing Rule 61.1 (b).
- 27.5 A competitor may not protest another boat for a breach of Part 2 or Rule 31 unless the competitor was involved in or witnessed the incident. This changes Racing Rule 60.1 (a).

28. MEDIATION

- 28.1 The Race Committee may in its discretion require any protest delivered within the protest time limit, which alleges a breach of a rule of Part 2 or Rule 31, and which does not involve serious injury or serious damage to be subject to mediation before proceeding to a hearing by the protest committee. If the Race Committee elects to mediate any protest the following provisions apply.
- 28.2 Immediately after lodgement of a protest, a mediator shall be appointed by the Race Committee.
- 28.3 Mediation shall be held after the protest time limit and before the protest hearing. The time and place of mediation shall be decided by the mediator and may be advised orally. The competitors involved must attend the mediation hearing and no witnesses will be called.
- 28.4 The competitor protesting is requested to bring the competitor the subject of the protest to the race office at the time of delivering their protest to enable mediation to take place promptly.
- 28.5 After hearing from each boat at the mediation the mediator shall express one of the following opinions:
- (a) The protest does not comply with Rule 61 and the protestor may withdraw the protest;
 - (b) No rule was broken and the protestor may withdraw the protest;
 - (c) A rule was broken by one or more of the boats involved, and the boat(s) that broke the rule may accept a scoring penalty and be scored points equal to 40% of the number of entries or 50% of the difference between the boat's finishing position in the race and the number of entries, whichever is less;
 - (d) The protest is unsuitable for mediation and will-proceed to a protest hearing. This maybe because rules other the Part 2 or Rule 31 of the Racing Rules are involved or may be involved, or because the evidence is too complex or

divergent to reach a reasonable and timely conclusion, or due to the apparent severity of the alleged incident, or for any other reason decided by the mediator.

- 28.6 If a competitor agrees to withdraw a protest as proposed by the mediator, or if a competitor accepts a scoring penalty proposed by the mediator and the other competitor agrees to withdraw the protest, the mediator may, on behalf of the protest committee, allow the protest to be withdrawn.
- 28.7 A mediation shall not be re-opened. No conclusion of a mediator shall be subject to appeal or the grounds of redress.
- 28.8 If the protest proceeds to a protest hearing then the mediator may be member of the protest committee. Any evidence given by a mediator during a protest hearing shall be given only in the presence of the competitors involved.

ANNEXURE 3

29. RISK WARNING

- 29.1 This Risk Warning is issued jointly by DBSC, pursuant to the Civil Liability Act 2002, to all persons wishing to participate in sailing activities conducted by DBSC.
- 29.2 Participants are warned that regardless of the precautions which might be taken by reasonable and experienced persons sailing can be a dangerous pursuit and participants are exposed to significant risk of property damage, physical harm and possibly death.
- 29.3 As an indication, these risks may include, but are not limited to:
- (a) the extremes of weather and sea conditions;
 - (b) the potential that control of vessels may be lost, resulting in collision with objects and other vessels;
 - (c) the sudden movement of the vessel at any time, and the possibility that participants may fall or be thrown overboard, resulting in drowning;
 - (d) the possibility that participants may be injured by equipment on the vessel;
 - (e) the absence of immediate medical care and the likelihood that significant delays may occur before medical care is available;
 - (f) exposure to the elements for extended periods.
- 29.4 DBSC also warns participants that regardless of their best intentions, they may be unable to render assistance to participants who are in distress. Participants are warned to consider the above risks and all other risks before deciding to participate in any sailing activities conducted by DBSC.
- 29.5 Participants are also advised that although DBSC is covered by third party liability insurance, this cover does not extend to participants. Any participant who considers they have a need for insurance must make their own private arrangements with an insurer. A personal accident insurance policy is available with subscription to membership of Yachting NSW. The obligation of members to carry insurance is dealt with in paragraph 24.

30. LIABILITY AND RELEASE

- 30.1 The attention of all participants in DBSC sailing activities is drawn to:
- (a) the Risk Warning in paragraph 29 above;
 - (b) The Racing Rules, and in particular Part 1, Fundamental Rules, which at Rule 4 provides: *The responsibility for a boat's decision to participate in a race or continue racing is hers alone.*
- 30.2 By participating in any sailing activities conducted by DBSC, each participant acknowledges that he or she:
- (a) has read the Risk Warning in paragraph 29;
 - (b) participates in sailing activities conducted by DBSC entirely at his or her own risk and responsibility;
 - (c) to the full extent permitted by law, releases DBSC from all liability, including liability for negligence;

- (d) accepts that DBSC is not responsible for the seaworthiness of any boat whose entry is accepted, or the adequacy of its equipment, but that DBSC reserves the right to refuse any entry; and
- (e) indemnifies DBSC for all claims arising from any act or omission of the participant.

30.3 All participants in sailing activities conducted by DBSC acknowledge and agree:

- (a) that, to the extent it may be available, the provision of on water support to participants by DBSC support vessels is a voluntary facility provided by DBSC and operated by volunteers; and
- (b) that the exclusions from liability and releases provided in this document apply to and bind all members, visitors and guests in the event that any of them sustain any loss, damage or injury while being rescued, or seeking to be rescued, or while they are in need of being rescued.