

2022 Masters Atlantic Coast Championship

August 19-21, 2022.

Shelburne Harbour Yacht Club Shelburne, Nova Scotia, Canada

Notice of Race (NoR)



1. RULES

1.1 The Organizing Authority is the Shelburne Harbour Yacht Club (SHYC).

1.2 The regatta will be governed by the rules as defined in The Racing Rules of Sailing.

1.3 [DP] RRS 40.1 applies and is amended so that it applies at all times while afloat..

1.4 The following national prescription may require advance preparation:

RRS 46 – Person in Charge – Sail Canada prescribes that the designated person in charge, if resident in Canada, shall be a member of Sail Canada through either a club affiliated to Sail Canada or such person's Provincial Sailing Association.

- 1.5 RRS Appendix P, Special Procedures for RRS 42 will apply.
- 1.6 The Sail Canada Prescriptions can be found at https://www.sailing.ca/uploads/2020/10/Sail-Canada-Prescriptions-to-the-RRS_2021-2024.pdf
- 1.7 [DP] Protocols related to COVID-19 may be published at any time, state when they will take effect, and will state if they have the status of a rule.
- 1.8 Unless a minimum of 12 ILCA-7 (Standard) and 12 ILCA-6 (Radial) entries have been received by the pre-registration deadline (to be determined by the Organizing Authority), all entrants shall start and finish together and be scored as a single fleet. Competitors may choose ILCA-7 (Standard), ILCA-6 (Radial) or ILCA 4 (4.7) rigs at their discretion, and may change rigs throughout the regatta, provided that all rig changes are made on-shore and that all sails have the same number (Rig-Swapping Rule turned on).
- 1.9 Providing that a minimum of 12 ILCA-7 (Standard) and 12 ILCA-6 (Radial) entries have been received by the pre- registration deadline, both fleets shall be given separate

starts (Rig-Swapping Rule turned off). Rig-Swapping between ILCA-6 (Radials) and ILCA 4 (4.7s) shall always be in effect.

This changes ILCA Class Rule 29(d) by permission of the International Laser Class Association of North America.

2 COMMUNICATION

- 2.1 The online official notice board is located at the lower covered deck on the south side of the SHYC clubhouse.
- 2.2 [DP] While racing, except in an emergency, a boat shall not make voice or data transmissions and shall not receive voice or data communication that is not available to all boats.

3 COVID-19 NOTICE

- 3.1 It is the intention and goal of the organizing authority to hold this event as scheduled. As everyone can recognize, the COVID-19 pandemic is ongoing, and many travel restrictions have been in place for some time. Although the organizers are hopeful for improvements, the situation remains dynamic, and it is not clear what changes in circumstances will occur as we move forward. The situation is being regularly monitored and any decisions that are made affecting the schedule of the event will be communicated with applicants as soon as possible after being made.
- 3.2 Shelburne Harbour Yacht Club cannot provide guarantees against potential travel restrictions for any specific individuals at any time. As we move through the application and entry process, it is up to each potential competitor to evaluate his or her personal situation and make logistical and financial decisions about their ability to participate and the possible risks involved.

4 ELIGIBILITY AND ENTRY

- 4.1 This regatta is open to all ILCA Dinghy "Laser" sailors 30 years or older, as of the first day of the regatta.
- 4.2 Fleet scoring will be divided as follows:

30-44: Apprentice; 45-54: Master; 55-64: Grand Master; 65-74: Great Grand Master; 75 and older: Legend.

- 4.3 All competitors must be current members of ILCA North America or their equivalent national ILCA Class Association. Non-members can join the class by completing registration online at https://laser.org/about-joining.
- 4.4 Eligible boats shall enter by completing the event registration form and paying the applicable fees using the event website. <u>https://www.shyc.ca</u>

- 4.5 To complete the entry process, participants must complete the attached COVID-19 attestation form (Appendix-A) and waiver (Appendix B) and present them to the club manager or her designate in the club office.
- 4.6 Event entry process
 - Due to the ongoing COVID-19 pandemic there might be a restriction to the number of entries. Entries will be accepted on a first-come-first-served basis.
 - Applications open: 1 December 2021 10:00 am EST
 - Complete COVID-19 pre-event attestation form (Appendix A)
 - Present Appendix-A checklist and Appendix-B waiver to club manager.

5 FEES AND REFUNDS

- 5.1 The regatta fee is USD \$120 (Approx CAD \$150) + 15% HST until midnight July 31, 2022. A late entry fee of USD\$140 (approx. CAD\$175) + 15% HST applies for entries received between Aug 1, 2022 and Aug 19, 2022.
- 5.2 The entry fee covers racing, two dinners, two breakfasts and a regatta souvenir.
- 5.3 In the case of event cancellation, all fees except for bank charges will be refunded.

6 SAILING INSTRUCTIONS

6.1 Sailing instructions will be available at check-in and online at <u>http://www.shyc.ca</u> by the first day of the regatta.

7 [DP] ADVERTISING

7.1 Boats may be required to display advertising chosen and supplied by the organizing authority. If this rule is broken, World Sailing Regulation 20.9.2 applies.

8 SCHEDULE

Date	Time	Event	
Aug 18, 2022	16:00-19:00	:00 Event Check in and Registration	
Aug 19, 2022	10:00	Competitors' briefing	
	12:00	First Warning Signal	
		Other races to follow. 3 races scheduled.	

	18:30	Dinner at Upper Deck, SHYC
Aug 20, 2022	12:00	First Warning Signal
		Other races to follow. 3 races scheduled.
	18:30	Dinner at Upper Deck, SHYC
Aug 21, 2022	12:00	First Warning Signal
		Other races to follow. 3 races scheduled.
	15:00	No warning signal after this time.
	17:00	Prize giving at Upper Deck, SHYC

8.1 The race committee may run one extra race on a day provided that they do not get more than one race ahead of schedule.

9 VENUE

9.1 Sailing will be in the waters of Shelburne Harbour approximately 1.5 nautical miles south of the SHYC Marina.

10 COURSES

10.1 The courses to be sailed will be either windward/leeward or trapezoid.

11 SCORING

- 11.1 One race is required to constitute a series.
- 11.2 When fewer than 5 races have been completed, a boat's series score will be the total of her race scores.
- 11.3 When 5 to 9 races have been completed, a boat's series score will be her total of her race scores excluding her worst score.
- 11.4 9 races are scheduled.
- 11.5 In accordance with ILCA Masters regatta guidelines, overall scores will be calculated based on competitors' finishing positions and modified as follows:

- Apprentice:	+4 points
- Master:	+3 points
- Grand Master:	+2 points
- Great Grand Master:	+1 point
- Legend:	+0 points

11.6 If fewer than 35 boats are registered, only overall scores will be scored. If 35 or more boats are registered, scores will be broken out into age groups.

12 [DP] BERTHING

12.1 Boats will be assigned an on-shore berth and shall be kept in their assigned places/area while they are ashore.

13 DISCLAIMER OF LIABILITY AND RISK STATEMENT

13.1 RRS 3 of the Racing Rules of Sailing states: "The responsibility for a boat's decision to participate in a race or to continue racing is hers alone." Sailing is by its nature an unpredictable sport and therefore inherently involves an element of risk. By taking part in the event, each competitor agrees and acknowledges that:

- (a) They are aware of the inherent element of risk involved in the sport and accept responsibility for the exposure of themselves, their crew and their boat to such inherent risk whilst taking part in the event.
- (b) They are responsible for the safety of themselves, their crew, their boat and their other property whether afloat or ashore.
- (c) They accept responsibility for any injury, damage or loss to the extent caused by their own actions or omission.
- (d) Their boat is in good order, equipped to sail in the event and they are fit to participate.
- (e) The provision of a race management team, patrol boats and other officials and volunteers by the event organizers does not relieve them of their own responsibilities.
- (f) The provision of patrol boat cover is limited to such assistance, particularly in extreme weather conditions, as can be practically provided in the circumstances.

14 INSURANCE

14.1 Each participating boat shall be insured with valid third-party liability insurance. The organizing authority does not accept any responsibility for verifying that a boat has valid third-party liability insurance.

15 PRIZES

15.1 SHYC will provide a variety of prizes depending on the number of competitors in each fleet.

16 FURTHER INFORMATION

16.1 For further information, please contact the Regatta Chair, Bradd Wilson rearcom.shyc.ns@gmail.com.

16.2 Additional useful information regarding accommodations, travel, boat charters, equipment services and area recreation are available at https://www.shyc.ca

17 PHOTO AND VIDEO DISCLAIMER

17.1 By participating in the event, competitors give absolute right and permission for any photograph and video footage taken of themselves or the boat they are sailing during the event to be published in any media whatsoever, for either editorial or advertising purposes or to be used in press information without compensation.

APPENDIX -A

COVID-19 Participant Attestation

2022 ILCA Masters Atlantic Coast Championship

By signing below, the Participant (named below) attests that the Participant:

- 1. Does not knowingly have COVID-19;
- 2. Is not experiencing any known symptoms of COVID-19, such as fever, cough, shortness of breath or malaise;
- 3. Has not frequented a COVID-19 high-risk area during the last 14 days;
- 4. Has not, in the past 14 days, knowingly come into contact with someone who has COVID-19, who has known symptoms of COVID-19, or is self-quarantining after returning to Canada; and
- 6. Has been following government recommended guidelines in respect of COVID-19, including practicing physical distancing. Furthermore, by signing below, the Participant agrees that while attending or participating in the SHYC's events or attending at the SHYC's facilities, the Participant:
 - 1. will follow the laws, recommended guidelines, and protocols issued by the Government of Nova Scotia in respect of COVID-19, and will do so to the best of the Participant's ability while participating in the SHYC's events or attending at the SHYC's facilities;
 - 2. will follow the guidelines and protocols mandated by the Organization in respect of COVID-19;
 - 3. will, in the event that the Participant experiences any symptoms of illness such as a fever, cough, difficulty breathing, shortness of breath or malaise, immediately:
 - (a) inform a representative of the Organization; and
 - (b) depart from the event or facility.

FOR PARTICIPANTS WHO HAVE BEEN DIAGNOSED WITH COVID-19

By signing below, the Participant (named below) attests that the Participant has been diagnosed with COVID-19, but been cleared as noncontagious by provincial or local public health authorities and has provided to the SHYC, in conjunction with this COVID-19 ATTESTATION AND AGREEMENT, written confirmation from a medical doctor of the same.

Print name:	Date of Birth:	
Sail Number:		
Signature of Participant:	Date:	

Shelburne Harbour Yacht Club 107 Water Street, Shelburne NS BOT 1W0

Appendix-B

WAIVER AND RELEASE OF LIABILITY

2022 ILCA Masters Atlantic Coast Championship (The "Event")

For all sailors and support personnel 18 years of age or older

Name of sailor or support person signing below: _____

Sail number: _____

BY SIGNING THIS DOCUMENT, YOU ARE RELEASING SHYC AND ITS PERSONNEL FROM ANY AND ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH HOWEVER CAUSED, WHETHER ON OR OFF THE WATER, INCLUDING, BUT NOT LIMITED TO, THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE.

In consideration of my participation in the event described above (the "Event") hosted by Shelburne Harbour Yacht Club (the "Organization"), I (and my heirs and any legal and personal representatives, executors, administrators, successors, and assigns), agree to the following (the "Agreement"):

1. RULES AND REGULATIONS: I agree to abide by the rules, regulations, and policies of the Organization (and of any class or sailing association whose rules govern the Event), including any and all COVID-19 related safety measures required by the Organization.

2. CERTAIN REPRESENTATIONS: My boat is in good order, equipped to participate in the Event and I am fit to participate; the provision of a race management team, patrol boats and other officials and volunteers by the Event organizers does not relieve me of my own responsibilities; the provision of patrol boat cover is limited to such assistance, particularly in extreme weather conditions, as can be practically provided in the circumstances.

3. ACKNOWLEDGMENT OF RISK: I knowingly, willingly, and voluntarily acknowledge the inherent risks associated with the sport of sailing and attendance at an Event, and that participation in any Event involves risks and dangers including, without limitation, the potential for serious bodily injury (including broken bones, head or neck injuries), hypothermia (cold water and air), concussion, sickness, trauma, permanent disability, paralysis and death; loss of or damage to personal property; exposure to extreme conditions and circumstances; accidents involving other participants, event staff, volunteers or spectators; contact or collision with other participants or natural or manmade objects; adverse weather conditions; facilities issues and premises conditions; participants of varying skill levels; situations beyond the immediate control of the Event organizers and competition management; and other undefined, not readily foreseeable and presently unknown risks and dangers ("Risks").

4. ASSUMPTION OF RISK: I understand that Risks may be caused in whole or in part or result directly or indirectly from the negligence of my own actions or inactions, the actions or inactions of others participating in the Event, or the negligent acts or omissions of the

Released Parties (defined below), and I voluntarily and knowingly assume all such Risks and responsibility for any damages, liabilities, losses, or expenses that I incur as a result of my participation in the Event. I also agree to be responsible for any injury or damage caused by me, or any agents under my direction and control at any Event.

5. RELEASE: I release from liability and waive any claims against the Organization, together with its officers, directors, employees, volunteers and agents (the "Released Parties"), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss, or expense (including court costs and reasonable attorney fees) of any kind or nature ("Liability") which may arise out of, result from, or relate in any way to my participation in the Event, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties, whether passive or active.

6. USE OF PHOTO AND VIDEO: I give absolute right and permission to the Organization to use any still or video images taken of me during the Event for use in current and future publications, which may include but is not limited to, books, cards, calendars, invitations and websites, without any compensation or recognition given to me. Furthermore, I grant creative permission to alter the image(s) as the Organization may see fit.

7. COMPLETE AGREEMENT AND SEVERABILITY CLAUSE: This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

8. APPLICABLE LAW AND JURISDICTION: This Agreement shall be governed by the laws of Nova Scotia (and the laws of Canada applicable therein). The parties expressly submit to the exclusive jurisdiction of the courts of Nova Scotia as regards any matter arising from this Agreement and/or my participation in the Event.

I HAVE CAREFULLY READ THIS DOCUMENT IN ITS ENTIRETY, UNDERSTAND ALL OF ITS TERMS AND CONDITIONS, AND KNOW IT CONTAINS AN ASSUMPTION OF RISK, RELEASE, AND WAIVER FROM LIABILITY.

By signing below, I accept and agree to the terms and conditions of this Agreement in connection with my participation in the Event.

Participant Signature:	Date:	
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