

2008 Bay Cup I  
NOR Rev 1 & Waivers

With the support of our generous race sponsors including

Silver Sponsor



Bay Access, Inc. proudly presents

LYC Bay Cup I  
**Notice of Race Rev. 1**

March 1, 2008

Organizing Authority:

Lakewood Yacht Club

2425 NASA Parkway

Seabrook, Texas

281-474-2511

1. **Rules:** The race will be governed by the *rules* as defined in *The Racing Rules of Sailing* 2005-2008.
2. **Race Area:** The race area will be in Galveston and Trinity Bays.
3. **Classes:** One-Design, PHRF Spinnaker, PHRF Non Spinnaker, ORC Club Spinnaker, ORC Club Non-Spinnaker, Short-handed Offshore Sailors (SOS), Women Crewed, and Multihull.
4. **Class Size:** A minimum of five boats constitutes a class.
5. **Schedule:**

**Wednesday, February 27th**

Entry deadline 1700 hours

**Friday, February 29th**

Skippers' Meeting, Lakewood Yacht Club Ballroom 1900 hours

**Saturday, March 1st**

Warning gun for first start will be no earlier than 1000 hours

Party, Food, Band, Lakewood Yacht Club Grounds 1900 hours

6. **Handicapping:** All classes excepting One Design shall submit a current 2008 rating certificate from the cognizant rating authority (e.g. PHRF-GB, ORC Club, etc.) prior to the entry deadline. Multihull ratings must be obtained through Texas Offshore Multihull Association (TOMA). These requirements are an unconditional prerequisite for entry. No "club handicaps" will be assigned by the Race Committee. The Race Committee may, in its discretion, accept a late filed rating certificate.
7. **Conditions of Entry:** Sailing is an activity that has an inherent risk of damage and injury. Competitors in this event are participating entirely at their own risk. See RRS 4, Decision to Race. The race organizers (Bay Access Inc., Lakewood Yacht Club, the Race Committee, protest committee, sponsors, or any other

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organization or official) will not be responsible for damage to any boat or other property or the injury to any competitor, including death, sustained as a result of participation in this event. By participating in this event, each competitor agrees to release the race organizers from any and all liability associated with such competitor's participation in this event to the fullest extent permitted by law.

8. **Waivers:** No boat shall participate in any race of this series unless the skipper and all crew members have signed the appropriate waiver of liability provided with this NOR, and the waivers are turned in to the Race Committee before the Skippers' Meeting. Failure to provide a signed waiver for each crew member will result in the entry being incomplete and the boat will not be considered to be participating in the event. At the discretion of the Race Committee Chair, signed crew member waivers may be accepted after the Skippers Meeting so long as they are received prior to the first race sailed by the signing crew member. Waivers may be faxed to LYC office 281.474.3502 or scanned and uploaded to: [www.lakewoodyachtclub.com](http://www.lakewoodyachtclub.com).
9. **Insurance:** Each participating boat shall be insured with valid third-party liability insurance with a minimum coverage of \$300,000 per event or the equivalent.
10. **Entry Fees:** The Entry Fee is \$50. A \$5 discount is available for USSAILING Members. The Entry Fee is payable by credit card, yacht club reciprocal charge, or check. Entry fees will be refunded if a registrant notifies the Race Committee of the withdrawal on or before February 20, 2008.
11. **Entry Deadline:** The Entry must be submitted by 1700 on Wednesday, February 27, 2008. Late entries may be accepted at the discretion of the Race Committee Chair but will require a \$75 tax-deductible donation to Bay Access, Inc.
12. **Sailing Instructions:** The Sailing Instructions will be available at the Skipper's Meeting.
13. **Courses:** The Series is intended to offer an alternative to short course windward/leeward racing and to provide distance racing in sheltered waters. Courses will be designed to offer a mix of reaching, running and windward legs around both fixed and set marks. The courses to be sailed will be detailed in the Sailing Instructions. It is contemplated that a single race will be conducted with distance on the order of 5 to 20 nm depending on wind conditions.
14. **Notices to Competitors:** Notices to Competitors will be posted on the Official Race Notice Board at Lakewood Yacht Club.
15. **Scoring and Prizes:** Awards shall be presented to no more than 3 places in each class. In order to qualify for a series trophy you must race the same boat in the same class for Bay Cup I and Bay Cup II. ORC Club scoring will use performance line circular random scoring. PHRF scoring will use Time on Distance (TOD) scoring.
16. **Docking/Launching:** Competitors are welcome to leave their boats in the Inner Harbor of Lakewood Yacht Club for the duration of the Regatta. Launching cranes, ramps, and storage are available at no charge. Accommodations must be made in advance by contacting the Lakewood Yacht Club Harbor Administrator Lynda Hall at 281 474-2540.
17. **Advertising:** As a courtesy to our valued race sponsors, no advertising may be displayed on Lakewood Yacht Club premises without prior written permission of the Race Committee.

**Further Information:** For further information please contact Lakewood Yacht Club at (281) 474-2511 or Carl Drechsel, LYC Race Committee Chair at 832-721-2871 or email [c.drechsel@yahoo.com](mailto:c.drechsel@yahoo.com).

### Bronze Sponsors



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**Yacht Name (PRINT)** \_\_\_\_\_

**WAIVER AND RELEASE OF LIABILITY**

1. I recognize that sailing is an activity that has an inherent risk of damage and injury associated with it. I hereby acknowledge and agree that I am participating in this event entirely at my own risk.
2. **I acknowledge and agree that neither Lakewood Yacht Club, Bay Access, Inc., the Race Committee, the sponsors, the Protest Committee, nor their respective members, officers, board of directors, staff or representatives, will be responsible for**
  - (a) any damage to the entered boat or my other property, or
  - (b) any injury, including death,sustained as a result of my participation in this event, regardless of the fact that such damage may, in whole or in part, be due to the negligence of Lakewood Yacht Club, Bay Access, Inc., the Race Committee, the sponsors, the Protest Committee, or their respective members, officers, board of directors, staff or representatives,
3. I hereby **WAIVE** any rights I may have to sue the Race Organizers (including Lakewood Yacht Club, Bay Access, Inc., the Race Committee, the sponsors, the Protest Committee, and/or their respective members, officers, board of directors, staff or representatives) with respect to personal injury or property damage suffered by myself or my crew as a result of our participation in this event and hereby **RELEASE** the Race Organizers from any liability for such injury or damage to the fullest extent permitted by law whether caused in whole or in part by negligence.
4. I have taken all necessary steps to ensure that I and the entered boat are adequately prepared for all possible contingencies, including appropriate safety equipment as may be required by law or that a prudent seaman would consider advisable.
5. **I understand this document has important legal consequences and have consulted such legal and other advisors as I deem appropriate before signing.**

**OWNER/SKIPPER**

NAME (PRINT) \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY \_\_\_\_\_  
STATE \_\_\_\_\_ ZIP \_\_\_\_\_  
SIGNATURE \_\_\_\_\_  
DATE \_\_\_\_\_

**WITNESS**

NAME (PRINT) \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY \_\_\_\_\_  
STATE \_\_\_\_\_ ZIP \_\_\_\_\_  
SIGNATURE \_\_\_\_\_  
DATE \_\_\_\_\_

**PLEASE HAND DELIVER, OR SCAN AND UPLOAD TO THE LYC WEB SITE**

**([WWW.LAKEWOODYACHTCLUB.COM](http://WWW.LAKEWOODYACHTCLUB.COM)) OR FAX THIS FORM TO LAKEWOOD YACHT CLUB, 281-474-3502 PRIOR TO THE SKIPPERS' MEETING OR YOU WILL NOT BE REGISTERED FOR THIS EVENT**

**Crew Members and/or Children** who intend to participate in this race should carefully read and sign the Crew Members and/or Children's Waiver pages of this waiver and release. Additional waiver forms will be available at the Skippers' Meeting.

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**Yacht Name (PRINT):** \_\_\_\_\_

**CREW MEMBERS WAIVER AND RELEASE OF LIABILITY**

1. I recognize that sailing is an activity that has an inherent risk of damage and injury associated with it. I hereby acknowledge and agree that I am participating in this event entirely at my own risk.
2. **I acknowledge and agree that neither Lakewood Yacht Club, Bay Access, Inc., the Race Committee, the sponsors, the Protest Committee, nor their respective members, officers, board of directors, staff or representatives will be responsible for**
  - (c) any damage to the entered boat or my other property, or
  - (d) any injury, including death,sustained as a result of my participation in this event, regardless of the fact that such damage may, in whole or in part, be due to the negligence of Lakewood Yacht Club, Bay Access Inc., the Race Committee, the sponsors, the Protest Committee, or their respective members, officers, board of directors, staff or representatives.
3. I hereby **WAIVE** any rights I may have to sue the Race Organizers (including Lakewood Yacht Club, Bay Access, Inc., the Race Committee, the sponsors, the Protest Committee, and/or their respective members, officers, board of directors, staff or representatives) with respect to personal injury or property damage suffered by myself as a result of participation in this event and hereby **RELEASE** the Race Organizers from any liability for such injury or damage to the fullest extent permitted by law whether caused in whole or in part by negligence.
4. I have taken all necessary steps to ensure that I and the entered boat are adequately prepared for all possible contingencies, including appropriate safety equipment as may be required by law or that a prudent seaman would consider advisable.
5. **I understand this document has important legal consequences and have consulted such legal and other advisors as I deem appropriate before signing.**

**RELEASE OF LIABILITY FOR CREW MEMBERS:** (please print information other than signature)  
**PLEASE ENSURE YOU HAVE A WITNESS SIGNATURE; SEE LAST SIGNATURE BLOCK**

NAME (PRINT) _____	SIGNATURE _____
ADDRESS _____	DATE _____
NAME (PRINT) _____	SIGNATURE _____
ADDRESS _____	DATE _____
NAME (PRINT) _____	SIGNATURE _____
ADDRESS _____	DATE _____
NAME (PRINT) _____	SIGNATURE _____
ADDRESS _____	DATE _____
WITNESS (PRINT) _____	SIGNATURE _____
ADDRESS _____	DATE _____

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Yacht Name (PRINT): \_\_\_\_\_

**CHILDREN'S WAIVER**

**THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. YOU SHOULD GET APPROPRIATE LEGAL OR OTHER ADVICE BEFORE SIGNING IT.**

1. I recognize that sailing is an activity that has an inherent risk of damage and injury associated with it. I have read RRS 4, Decision to Race and hereby acknowledge and agree that my child is participating in this event entirely at my own risk.
2. I acknowledge and agree that neither the organizing authority nor the race committee, nor their members, will be responsible for
  - (e) any damage to the entered yacht or my, or my child's, other property, or
  - (f) any injury, including death,sustained as a result of my child's participation in this event, regardless of the fact that such damage may be, in whole or in part, be due to the negligence of Lakewood Yacht Club, the race committee, or their members.
3. I hereby waive, on behalf of myself and my child, any rights we may have to sue the race organizers (organizing authority, race committee, protest committee, host club, sponsors, or any other organization or official) with respect to personal injury or property damage suffered by child as a result of my child's participation in this event and hereby release the race organizers from any liability for such injury or damage to the fullest extent permitted by law.
4. I have taken all necessary steps to ensure that my child and the entered yacht are adequately prepared for all possible contingencies, including appropriate safety equipment as may be required by law or that a prudent seaman would consider advisable.
5. I understand this document has important legal consequences and have consulted such legal and other advisors as I deem appropriate before signing.

Child's name (PRINT): \_\_\_\_\_ Age \_\_\_\_\_

Parent's Name (PRINT): \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Yacht Name (PRINT): \_\_\_\_\_