

NOTICE OF RACE
Maui Boat & Yacht Club
Inshore Regatta
August 22, 2020

Organizing Authority is the Maui Boat & Yacht Club.

RULES:

The regatta will be governed by the Racing Rules of Sailing (2017-2020; the prescriptions of US Sailing; the prescriptions of HYRA; (except as any of these are altered by this Notice of Race or the Sailing Instructions).

ELIGIBILITY AND ENTRY.

The regatta is open to all boats of the PHRF Monohull A-class meeting the Maui [Safety Equipment Requirements](#) (Maui SER) for Nearshore category races,

Entries will be submitted via Regattanetwork.com

FEES

The entry fee is \$25.00

SCHEDULE

Competitors Meetings at 10:30 hours at Lahaina Harbor near Lele's slip #45. **ONLY ONE REPRESENTATIVE OF EACH BOAT IS ALLOWED AT THIS MEETING. ALL OF THOSE ATTENDING MUST BE MASKED AND PRACTICE PROPER SOCIAL DISTANCING.** The first warning will be at approximately 1155 hours. The warning signal for the second and third races will be approximately 10 minutes after the last boat finishes the preceding race. A total of three races are planned.

SAILING INSTRUCTIONS will be available online via Regattanetwork.com

COURSE

The races will be conducted offshore from the vicinity of Puamana.

SCORING

Scoring of the event shall be in accord with the PHRF Time-On-Distance Handicap system. The Low Point System will be used to score a yacht's regatta position as modified by HYRA prescriptions. The individual races in this regatta will count for season's points as long as a minimum of 3 PHRF-A boats rank as starters (come to the starting line).

RADIO COMMUNICATION

Race committee and all competitors shall monitor VHF Channel 71

INSURANCE

Each participating boat shall be insured with valid third-party liability insurance with a minimum coverage of \$300,000 per incident or the equivalent.

DISCLAIMER OF LIABILITY

Competitors participate in the regatta entirely at their own risk. See RRS 4, Decision to Race. [ALL PARTICIPANTS MUST READ AND SIGN THE REGATTA WAIVER AND RELEASE OF LIABILITY PRIOR TO THE EVENT](#) The organizing authority will not accept any liability for material damage or personal injury or death sustained in conjunction with or prior to, during, or after the regatta.

REGATTA WAIVER AND RELEASE OF LIABILITY

For and in consideration of the Lahaina Yacht Club (the "Organization") allowing me, the undersigned, to participate in any capacity in an Organization sanctioned, licensed or approved event or activity ("Event" or "Events"); I, for myself, and on behalf of my spouse, children, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors, and assigns, hereby agree to and make the following contractual representations pursuant to this Agreement (the "Agreement"):

A. **RULES AND REGULATIONS:** I hereby agree to abide by the rules, regulations, and policies of the Organization, including any and all COVID--19 related safety measures required by the Organization.

B. **ACKNOWLEDGMENT OF RISK:** I knowingly, willingly, and voluntarily acknowledge the inherent risks associated with the sport of sailing, and that participation in any Organization involves risks and dangers including, without limitation, the potential for serious bodily injury (including broken bones, head or neck injuries), sickness and disease (including communicable diseases), trauma, pain & suffering, 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; failure of protective equipment; inadequate safety measures; 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").

C. **ASSUMPTION OF RISK:** I understand that the aforementioned 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 Events, or the negligent acts or omissions of the Released Parties defined below, and I hereby 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 any Events. 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.

D. **RELEASE:** In consideration of my participation in any Event, I hereby release from liability and waive any claims against the owner or organizer of the Event, its licensees, competition managers, promoters, sponsors, advertisers, beneficiaries, venue providers, and supporting organizations, together with the officers, directors, employees, volunteers and contractors of them (the "Released Parties" or "Event Organizers"), 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 Events, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties.

E. **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.

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.

Name

Signature

Date