



The OYC Commodore Cup Regatta

Lake Norman, NC

Exclusive to members of Outrigger Yacht Club

October 24, 2020

Organizing Authority & Host Club: Outrigger Yacht Club

Notice of Race & Sailing Instructions

1 RULES

1.1 This event will be governed by the rules as defined in the Racing Rules of Sailing (RRS).

1.1.1 In particular, competitors will be well familiar with and adhere strictly to the "Basic Principles", the entirety of Part 2 - "When Boats Meet", RRS 31 - "Touching a Mark" and RRS 44 - "Penalties at the Time of an Incident".

1.2 The Lake Norman Keelboat Council (LNKC) Lakewide Sailing Instructions (LSI) and Standard Sail Equipment Specifications apply.

1.3 Competitors agree to be bound by all rules that govern this event.

1.4 Competitors are reminded that they must follow local, state, and federal guidance on safety related to COVID-19.

2 ELIGIBILITY

2.1 This event is exclusive to members of the Outrigger Yacht Club.

3 REGISTRATION & FEES

3.1 Register by following the instructions in the attached Entry Form.

3.2 Entry Form and payment must be received by 5PM of the day before the event.

4 CLASSES

4.1 Competitors may register for either Spinnaker or Non-Spinnaker Fleets which may be further separated into divisions.

5 SCHEDULE OF EVENTS

5.1 Warning Signal – 10:55AM, Saturday, October 24, 2020

5.2 A second race will immediately follow the completion of the first race, time and weather permitting.

6 RACING AREA

6.1 The LSI apply.

7 COURSES

7.1 The LSI apply.

8 THE START

8.1 **There will be one start for both fleets.** The Class Flag will be the Numeral Flag 1. This changes LSI 10.1.

8.2 The Preparatory Signal will be Flag "P". Course signals and any flag that makes part of Rule 30 applicable will be displayed prior to and separate from the starting sequence signals. This changes RRS 26 and the Preparatory Signals in Race Signals.

9 SCORING

9.1 The PHRF Handicap System will be used and the Time on Time Low Point Scoring System applies.

9.2 One race will constitute a regatta. There will be no throw outs, which changes RRS A2.1.

10 PROTESTS AND REQUEST FOR REDRESS

10.1 Competitors are encouraged to resolve all protests on the water according to the rules.

10.2 Protests will be lodged per LSI instructions.

10.3 Scores will be posted but labeled as "Tentative" until any protests are resolved.

11 CANCELLATIONS

11.1 Race Committee may determine beforehand to abandon racing or to postpone the Warning Signal. If so determined, competitors will be alerted by email and/or text by 7AM of the race day.

12 PRIZES

12.1 There will be 1 prize for every 2 boats in a division, with a maximum of 3 prizes per division.

13 DISCLAIMER OF LIABILITY

13.1 Competitors participate in the event entirely at their own risk. See Rule 4 – Decision to Race. 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 event.

14 CONTACTS

14.1 There will be no skipper's meeting. Entrants with questions may contact Race Chairman Bob Nolen by email at rjnolen1123@gmail.com.

2020 Commodore Cup Registration

Email completed form to rinolen1123@gmail.com or mail completed form to: Bob Nolen 2909 Lake Shore Road S, Denver, NC 28037

Name: _____

Email: _____

Cell #: _____

Boat Name: _____

Make/Model: _____

Length Overall: _____

Sail Number: _____

LNKC PHRF Certificate Number: _____

LNKC PHRF Rating: _____

Fleet declaration: Spinnaker Non-Spinnaker Single Hand

THE OUTRIGGER YACHT CLUB ACTIVITY LIABILITY WAIVER

Activity Participation, Assumption of Risk, and Release from Liability

Please read carefully. Any person who wishes to participate in the above-referenced activity ("Activity") put on by the Outrigger Yacht Club ("Club") and/or the Racing Committee or a subcommittee of the Racing Committee ("Committee") must agree, or in the event that the participant is a minor their parent or legal guardian must agree, that they will fully abide by all rules and directions of the Club and Activity. The Club and/or Committee may adopt rules and regulations pertaining to any Activity and if so, participation in the Activity shall be done on the condition of full compliance with these rules. Any person failing to abide by any rules or directions provided by the Club and/or Committee or its agent may be required to leave. Repeated failures to abide by Activity rules and directions may further result in a permanent ban from further participation. The safety and security of all participants is paramount, and the Club and Committee will not tolerate dangerous, uncooperative behavior or actions that place the participant or others at risk.

Any person who wishes to participate in the Activity assumes all risks associated with and caused by participation in the Activity on behalf of themselves and any minor participant. Such risks include, but are not limited to, any risks that may arise from the negligence or carelessness by the Club or

Committee, from dangerous or defective equipment or property owned, maintained, or controlled by the Club or Committee, or because of the possible liability without fault of the Club or Committee.

By registering for this Event you acknowledge that you have read this waiver in full, understand all terms and conditions contained herein, and are aware of the risks involved with participating in the Activity. You understand and agree that if you execute this Activity Liability Waiver on behalf of a minor participant, you have the authority to do so and understand that this Activity Liability Waiver is intended to release legal rights of the minor participant.

You, on behalf of yourself and on behalf of your spouse, children, heirs, assigns, personal representatives, and next of kin, and on behalf of any minor participant specifically waive, release and relinquish any and all claims against the Club, the Owners of the Club, the Board of Directors, each member of the Board of Directors, the property management company (if any), the Fleet Committee, each member of the Fleet Committee, licensees, promoters, sponsors, advertisers, beneficiaries, venue providers, supporting organizations and the employees, agents, assigns, and volunteers of each of these parties ("Released Parties") whether for illness, damages, claims for injuries, reimbursement, death, or loss of any kind whatsoever in connection with or in any way associated with participation in the Activity.

You, on behalf of yourself and on behalf of your heirs, assigns, personal representatives, and next of kin, and on behalf of any minor participant agree to indemnify and hold harmless and defend the Released Parties (including reasonable attorney fees incurred), from any and all claims resulting from illness, injuries, death, damage and losses sustained by you (or any minor participant) arising out of, connected with, or in any way associated with the participation in the Activity to the fullest extent permitted by law and to the extent permitted by applicable organizations (such as US Sailing). By registering below, you agree that you knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of the Released Parties and assume full responsibility for your (or the minor participant's) actions, conduct, and participation in the Activity.

Coronavirus/COVID-19 - Specifically and without limitation, you acknowledge and accept the risks of contracting and responsibility for spreading Coronavirus/COVID-19 by participating in the Activity and you release and agree to indemnify and hold the Released Parties harmless from any claims, including attorney fees and costs, related to contracting and/or spreading Coronavirus and COVID-19.

In the event of any emergency, you authorize medical attention from any licensed hospital, physician, or medical personnel, and authorize any treatment deemed necessary for you (or the minor participant), and agree that you will be responsible for payment of any and all medical services rendered. You agree that you will not hold the Released Parties responsible for any expenses, medical or otherwise, related to your (or the minor participant's) participation in the Activity.

You also agree that this waiver and release form is intended to be as broad and inclusive as permitted by the laws of North Carolina and that if any portion is held invalid, it is agreed that the balance will continue in full legal force and effect.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT FULLY AND UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY REGISTERING FOR THIS EVENT, AND REGISTER FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Printed Name: _____

Signature: _____ Date: _____