

CONDITIONS OF ENTRY

In entering Festival of Sails 2023 I acknowledge and accept that;

(a) all those taking part in races conducted by the RGYC and associates do so at their own risk and responsibility.

(b) The RGYC is not responsible for the seaworthiness of a yacht whose entry is accepted or the sufficiency or adequacy of its equipment.

(c) RGYC will not certify or carry out inspections to certify the suitability of a boat to race.

(d) By lodging an entry, the owner/charterer agrees that;

1.1 It is a fundamental condition of entry that he, she or it releases, holds harmless and indemnifies RGYC and its associates, its office bearers, servants, agents and members and the sponsors of Festival of Sails 2023 from all liability any of those persons has to the owner/charterer or any crew member on the owner/charterer's yacht, or to any person claiming through or under any such person arising from loss or damage how so ever caused, including negligent act or omission, arising out of or relating to:

Participation by the owner/charterer's yacht or any other yacht in a race;

The conduct or course of the race in any respect including, without limitation, any act or omission (whether reasonably foreseeable or not) causing or relating to loss of or damage to any yacht or the death or injury of any person; or

Any of the matters referred to in the paragraphs above;

1.2 Participation by the yacht and by the crew in Festival of Sails 2023 is agreed by Royal Geelong Yacht Club Inc on the basis that participation is entirely at the risk of the owner/charterer and each member of the crew on the owner/charterer's yacht;

1.3 The owner/charterer will provide each crew member or proposed crew member with a copy of these Conditions of Entry.

1.4 Attention is drawn to WS Fundamental Rules 3 and 4.

The conditions of entry include a requirement that the owner or charterer of the boat and all crew members:

- acknowledge that the Organising Authority owns all media rights to the Royal Geelong Yacht Club and may exercise those rights as it sees fit;

- grant the Organising Authority the unconditional, perpetual right and authority to publish and broadcast anywhere in the world, for any purpose and in any media, the names, images and biographical information relating to the crew and photographs, video footage and audio recordings taken of the boat and its crew prior to, during and after the regatta.
- acknowledge that crew members of boats may, prior to, during and after the regatta, speak or provide material to any media representatives accredited by the Organising Authority, regarding the regatta and the prospects, performance or strategy of boats entered or participating in the regatta, subject to any comments and material not undermining or interfering with, or having a detrimental impact on, the Organising Authority and its officers and employees, the Race Committee, the National Jury, measurers or current or former sponsors of the Organising Authority. This approval may be revoked by the Organising Authority in respect of a boat or media representative at any time.

By lodging an Entry into the Festival of Sails 2023 all crew members acknowledge and accept the media restrictions referred to in the paragraph above. Any breach of these conditions may, at the discretion of the Organising Authority or the Race Committee, lead to the rejection of an entry, the cancellation of an entry or the disqualification of a boat (refer RRS 76). This does not limit the right of the Organising Authority to take any other action it sees fit to enforce compliance with these conditions.

By lodging an entry, the owner/charterer agrees that he/she will ensure that the entered yacht is covered by suitable public liability insurance of at least AU\$10,000,000 (or foreign currency equivalent), valid for racing, and current for the duration of Festival of Sails 2023.