

NOTICE OF RACE and SAILING INSTRUCTIONS

1. Rules.

- 1.1. The race will be governed by the *Rules* as defined in the *Racing Rules of Sailing (RRS)*.
- 1.2. **Code of Conduct:** The registered competitor shall be responsible for conduct of the entire crew before, during, and after the Race while at Race related locations for Race related events. See RRS 2 and 69. [DP]
- 1.3. [DP] and [NP]
 1. The notation ‘[DP]’ in a rule in these Notice of Race (“NOR”) and Sailing Instructions (“SIs”) means that the penalty for a breach of that rule may, at the discretion of the Protest Committee (“PC”), be less than disqualification. NOR/SI 1.3.1 changes RRS 64.1.
 2. The notation ‘[NP]’ in a rule in the NOR/SIs means this rule may not be protested by a boat. NOR/SI 1.3.2 changes RRS 60.1(a).

2. Entries / Eligibility

- 2.1. The event is open to single handed and double handed monohull boats, both spinnaker and non-spinnaker. Multihull boats are not eligible to participate.
 - 2.1.1. Single handed boats are boats sailed by only one person.
 - 2.1.2. Double handed boats are boats sailed by only two persons.
- 2.2. All monohull boats shall be seaworthy and self-righting sailboats 22 feet in length or greater, with lifelines, a working motor, and enough fuel to motor for 2-hours. All boats may use autopilots and power winches.
- 2.3. The event will follow a pursuit format. Start times will be calculated using a boat’s LMPHRF rating with the slowest boats starting first and the fastest boats starting last.
- 2.4. All eligible boats must enter by delivering a completed entry form online or by handing to Organizing Authority (“OA”), together with the required fee(s), prior to *Racing*.
- 2.5. All boats must comply with the safety requirements – see NOR/SI #3.**

3. Safety Regulations. [DP] Each boat **must** comply with the following:

- 3.1. All U.S. Coast Guard and other applicable governmental laws, rules and regulations.
- 3.2. A boat that retires from a race shall notify the Race Committee (“RC”) as soon as possible via VHF CH 72.
- 3.3. All boats must have a working motor appropriate for the size for the boat.
- 3.4. Each boat must have a functioning VHF marine-grade radio capable of monitoring VHF Channels (CH) 16 and 72.
- 3.5. Each boat must have a functioning GPS receiver capable of displaying a boat’s latitude and longitude position.
- 3.6. Each person on board each boat is required to wear a USCG or ISO approved personal flotation device (PFD) while racing. The use of an ISO approved PFD does not negate the USCG requirement that each vessel must have at least one (1) USCG approved Type III or V life jacket for each person on board. Belt pack style PFD’s are not allowed.

4. Fees

- 4.1. WYC/AIS Members – FREE (included in fleet dues)
- 4.2. Non WYC/AIS Members - \$30 (nonrefundable)
- 4.3. All entries and fees must be received, acknowledged and accepted by OA prior to *Racing* for entry to be scored.

5. Notices to Competitors

- 5.1. Unless otherwise permitted in these NOR/SIs, official notices to competitors will be posted on the wyc.org/ais

6. Changes in Sailing Instructions.

- 6.1. Changes to these NOR/SIs will also be announced approximately 120 minutes prior to the first warning signal by the RC on VHF CH 72.
- 6.2. In addition, in accordance with RRS 90.2(c), RC may alter these NOR/SIs verbally at any time by hailing the boats and making the change on VHF CH 72.

7. Signals Made Ashore

- 7.1. Signals made ashore will be displayed on the RC boat at or near the docks of the Apostle Islands Marina and announced via VHF CH 72.

8. Schedule

- 8.1. 2100 Friday, June 18, 2021 – Each boat’s start time will be posted on wyc.org/ais
- 8.2. 0900 Saturday - OA will hold a mandatory Skipper’s meeting via radio call on VHF CH 72.
- 8.3. 1100 Saturday - Scheduled warning signal for the first boat.
- 8.4. No warning signal will be made after 1600 hours.
- 8.5. After *Racing* - Social to be announced at Skipper’s meeting call.

9. Class Flags

- 9.1. Class Flags will not be used.

10. Measurement

- 10.1. Each boat must have a valid 2021 Lake Michigan PHRF (LMPHRF) certificate.
- 10.2. If a boat does not present a valid LMPHRF rating certificate, a PHRF rating for this boat will be assigned by the OA. The assigned handicap rating will not be subject to protest or request for redress by the boat assigned a handicap; or any other boat. This changes RRS 60.1, 62.1 and 78.2.

11. Venue/Racing Area

- 11.1. Racing will be held in the vicinity of the Apostle Islands.

12. Course

- 12.1. Prior to the race, RC will hail via VHF CH 72 the course, which will be a combination of marks to provide a course, including location of marks, the order in which marks are to be passed, and side on which each mark is to be left.

13. Marks

- 13.1. Marks may be:
 1. Temporary buoys,
 2. Islands,
 3. Government navigation marks/buoys, and/or
 4. Waypoints as defined by latitude and longitude coordinates, that the course requires a boat to leave on a specified side. Any use of a waypoint shall be in accordance with World Sailing Appendix WP.
- 13.2. This NOR/SI #12.1 changes RRS 18 and RRS 28 and adds a definition of a waypoint. Appendix WP can be found at the relevant Yachtscoring event page. All boats will obey all government navigation marks/buoys while racing, except if the navigation mark/buoy is a mark of the course, when such navigation mark/buoy may be rounded pursuant to RC instructions.

14. The Start

- 14.1. Starting area will be in the vicinity of Bayfield and will be announced by RC via VHF CH 72.
- 14.2. Starting line will be between a staff displaying an orange flag on an RC boat and course side of the nearest starting mark. Alternatively we may choose to start between the Fishing Dock and an orange mark.
- 14.3. This race will be a pursuit race. Boats will be given a start time by OA according to their LMPHRF handicap and an estimated course. Results will be corrected to based on actual race times.
- 14.4. RC will use RRS 26 for the first boat to start and all other boats will start afterwards based on their assigned starting time, which will be posted on the Yachtscore event page. See NORSI #8.1.
- 14.5. RRS 30.1 will automatically be in effect for all starts. The 'I' Flag will be displayed as a preparatory signal from four minutes before the first start and taken down one minute before the last boat(s) to start. This changes RRS 29.1.
- 14.6. When signaling an individual recall, RC will attempt to announce via VHF CH 72 sail number(s) of boat(s) identified as being 'On Course Side' (OCS). Failure or delay to hear or provide announcements will not be grounds for redress. This changes RRS 62.1.
- 14.7. A boat that does not start within 30 minutes after her starting signal will be scored 'DidNot Start' (DNS) without a hearing. This changes RRS A4 and A5.
- 14.8. Any boat using a sail with an alternate sail number will report the proper sail number VHF hail to the RC no later than 30-minutes prior to the first warning signal. [DP]
- 14.9. Competitors are reminded of their Rule 24.1 obligations. Specifically, unless a boat is within four minutes of her start time, she is to stay clear of the starting area. If she is within four minutes of her start time she is racing. [NP] [DP]

15. The Finish

- 15.1. The finish line will be between the orange flag located at the Bayfield Fishing Dock and the course side of a buoy approximately 200 yards from the pier, unless an alternative location is announced by the RC via VHF CH 72.
- 15.2. Boats finishing shall log the sail number of the boat ahead and behind their finish position if available and their GPS time in hours-minutes-seconds.

16. Penalty System

- 16.1. In accordance with RRS 44.1, RRS Appendix V1 will apply.
- 16.2. RRS Appendix T – ARBITRATION will be in effect.

17. Time Limit

- 17.1. Time limit for the race is **5 hours**.
- 17.2. A boat failing to finish within 90 minutes after the first boat sails the course and finishes will be scored 'Time Limit Expired' (TLE) without a hearing. This changes RRS 35, A4 and A5.
- 17.3. The following will not be grounds for redress:
 - 17.3.2. failure to meet the time limit for the race; or
 - 17.3.3. being scored "TLE".This changes RRS 62.1.

18. Scoring

- 18.1. A boat's score will be the finishing position within the race.
- 18.2. This race consists of 4 classes: (1) Single Handed – Spinnaker; (2) Single Handed – Non Spinnaker; (3) Double Handed – Spinnaker; and (4) Double Handed – Non- Spinnaker.
- 18.3. One combined race (inclusive of all four classes) is scheduled. Each class must have at least one boat finish to constitute a race (per class).

19. Protests and Request for Redress

- 19.1. Protests must be delivered to RC PRO within the protest time limit.
- 19.2. Pursuant to RRS 61.3 and 62.2, the time limit for filing a protest and/or request for redress is 90 minutes after the last boat has finished. The time limit for filing a request for reopening will be 30 minutes after the decision was made. This changes RRS 66.
- 19.3. Notices will be posted on the Yachtscoring event page as soon as reasonably possible of receiving the protest/request for redress to inform competitors of hearings in which they are parties or named as witnesses. Where reasonably possible, hearings will be scheduled for the day the protests were received and in the order the protests were received. In unusual circumstances and with sufficient notice, PC may schedule a hearing for a different day, time or order.
- 19.4. Failure or delay to hear or receive radio communication required by the RC in these NOR/SIs (including without limitation NOR/SI #6.1, 6.2, 7.1, 8.2, 8.5, 12.1, 14.1, 14.5 and 15.1) shall not be grounds for redress. This changes RRS 62.1.
- 19.5. Boats may rely upon information provided by the RC in the form of a hail(s) transmitted on VHF radio where the competitors are at a position on the race course that does not reasonably allow them to observe the flag(s) or hear appropriate sound signals to communicate an action by the RC.

20. Radio Communication

- 20.1. RC will make all official radio communications on VHF CH 72.
- 20.2. Except in an emergency, a boat that is racing shall not make voice or data transmissions and shall not receive voice or data communication, by any device, that is not available to all boats. [DP]
- 20.3. Boats are reminded of their obligation to maintain a radio watch on VHF CH 16 to be compliant with USCG regulations.

21. Prizes

- 21.1. Prizes will be awarded for 1st, 2nd, and 3rd place in single handed and double handed divisions, both spinnaker and non-spinnaker fleets, as adjusted for the number of competitors in a class, at the discretion of the OA.

22. RISK STATEMENT, DISCLAIMER OF LIABILITY; WAIVERS AND RELEASE

- 22.1. “**Event Organizer(s)**” means AIS/WYC Station, Inc. (“AIS”), Wayzata Yacht Club (“WYC”), Organizing Authority, Race Committee, Principal Race Officer (PRO), race officers, Protest Committee, judges, competition managers, fleets, sponsors, promoters, advertisers, licensors, venue providers, supporting organizations, host clubs and venue provider(s) (and each of their respective insurers, affiliates, shareholders, officers, directors, board members, personnel, supervisors, managers, employees, staff, licensees, contractors, officials, members, guests, volunteers, agents, representatives and all other persons or entities involved or associated with an **Event(s)**).
- 22.2. “**Event(s)**” includes without limitation race(s), series, cup(s), regatta(s), social(s), party(ies), and/or associated or related activity(ies) or event(s) sponsored, promoted, scheduled, conducted, or operated by **Event Organizer(s)**.
- 22.3. RRS *Rule 3*, “Decision to Race”, states: “The responsibility for a boat’s decision to participate in a race or to continue *racing* is hers alone.”
- 22.4. Each person (including without limitation competitor, *support persons*, volunteer, and/or spectator) attends and/or participates in **Event(s)** entirely at his/her own risk.

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- 22.5. **ACKNOWLEDGEMENT OF INJURIES**. By attending or participating in **Event(s)**, each person knowingly, willingly, and voluntarily acknowledges and agrees that sailing, sailboat racing and/or associated **Event(s)** are potentially dangerous activities with inherent dangers, hazards and risks of injury and/or death [including without limitation hypothermia; drowning; personal injury; pain and suffering; trauma; bodily injury (including broken bones, head or neck injuries, and serious bodily injury); sickness, disease or illness (including without limitation **COVID 19**, virus and other infectious or communicable diseases); paralysis; dismemberment, disability and permanent disability; and/or loss or damage to boat, vehicle or personal property] (collectively, “**Injuries**”).
- 22.6. **ACKNOWLEDGMENT OF DANGERS**. Dangers, hazards and risks that may result in **Injuries** include without limitation: close physical proximity or contact with crew, skippers, other persons and/or other boats; weather, lake conditions or other acts of God (including without limitation cold water, gusts, downburst, straight line winds, strong winds, rough waves, sudden changes in weather, storms, etc.); boat or equipment failure; poor seamanship or boat handling errors by participant, participant’s boat or other boats; loss of balance on an unstable platform; fatigue; falling overboard; exposure to extreme conditions and circumstances; facilities issues and/or premises conditions; inadequate (or failure by) protective equipment, safety equipment, or safety measures; accidents, contact or collision with other participants or natural or manmade objects; contact with (or actions or inactions of) others (including without limitation competitors, spectators, race officers, and others on the lake); receiving/giving assistance, aid, care, emergency care, advice, rescue, first aid, treatment or emergency medical services; situations beyond the control of the participants or **Event Organizer(s)**; act, error, omission or alleged negligence by participant or other participants; act, error, omission or alleged negligence or misconduct of attendees, spectators, **Event Organizer(s)**, or other boats or traffic on the water; AND/OR OTHER UNDEFINED, NOT READILY FORESEEABLE AND PRESENTLY UNKNOWN DANGERS, HAZARDS AND RISKS. The foregoing dangers, hazards, and risks are collectively “Dangers”.
- 22.7. **ASSUMPTION OF RISK**. Each participant understands the **Injuries** may be caused in whole or in part or result directly or indirectly from **Dangers** or from the negligence of the actions, inactions, errors or omissions of participant, **Event Organizers**, or others. Each participant knowingly, willingly, and voluntarily assumes the risk of all such **Injuries** and **Damages**, whether known or unknown, or foreseen or unforeseeable. Each participant agrees to be responsible for damages, liabilities, losses, or expenses that are incurred by him/her as a result of his/her participation in any **Event(s)**. Participant also agree to be responsible for any **Injury** or **Danger** caused by participant at any **Event(s)**.
- 22.8. **DISCLAIMER OF LIABILITY. EVENT ORGANIZER(S) WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY PRESENT AND FUTURE DEMANDS, ACTIONS, SUITS, AND CLAIMS, WHETHER KNOWN OR UNKNOWN, IN LAW OR IN EQUITY, IN CONTRACT, IN TORT, OR UNDER COMMON LAW, OR UNDER ANY STATE OR FEDERAL STATUTE OR OTHERWISE, (COLLECTIVELY, “CLAIM(S)”), INJURY(IES), DAMAGES, LOSSES, LIABILITY, ACCIDENT, COST, FEE OR EXPENSE (INCLUDING COURT COSTS AND REASONABLE ATTORNEYS FEES) OF ANY KIND OR NATURE (COLLECTIVELY, “DAMAGES”) TO ANY ATTENDEE, PARTICIPANT, RELEASORS (DEFINED BELOW), PROPERTY OR BOAT THAT MAY BE SUFFERED, BASED UPON, ARISING OUT OF, LOGICALLY, OR CAUSALLY RELATED TO, OR IN ANY WAY CONNECTED WITH PARTICIPATION IN OR PRESENCE AT ANY EVENT(S) (INCLUDING WITHOUT LIMITATION INJURIES, DAMAGES OR CLAIMS THAT MAY BE CAUSED BY OR ARISE OUT OF, IN WHOLE OR IN PART, BY NEGLIGENCE OR FAULT OF EVENT ORGANIZER(S)).**

22.9. WAIVERS AND RELEASE OF LIABILITY

22.9.2. IN CONSIDERATION OF ATTENDANCE OR PARTICIPATING IN ANY **EVENT(S)**, TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTICIPANT (FOR THEMSELF AND ON BEHALF OF THEIR SPOUSE, EXECUTORS, ADMINISTRATORS, HEIRS, NEXT OF KIN, LEGAL AND PERSONAL REPRESENTATIVES, AND SUCCESSORS AND ASSIGNS, AND ANYONE ELSE WHO MAY SUE ON BEHALF OF PARTICIPANT) (COLLECTIVELY, “**RELEASORS**”) HEREBY FOREVER WAIVES, DISCHARGES, AND RELEASES ALL CLAIMS AGAINST EVENT ORGANIZERS FOR ANY INJURIES, DANGERS, AND DAMAGES OF ANY KIND OR NATURE THAT PARTICIPANT OR RELEASORS MIGHT SUFFER, BASED UPON, ARISING OUT OF, LOGICALLY, OR CAUSALLY RELATED TO, RESULT FROM, OR IN ANY WAY CONNECTED WITH PARTICIPATION IN OR PRESENCE AT ANY **EVENT(S)** (INCLUDING WITHOUT LIMITATION **INJURIES, DAMAGES OR CLAIMS** THAT MAY BE CAUSED BY OR ARISE OUT OF, IN WHOLE OR IN PART, THE NEGLIGENCE OR FAULT OF **EVENT ORGANIZER(S)**).

22.9.3. WITHOUT LIMITING THE FOREGOING, PARTICIPANT FURTHER WAIVES, DISCHARGES AND RELEASES ALL EVENT ORGANIZERS FROM ALL **CLAIMS, INJURIES, DANGERS, AND DAMAGES** WHATSOEVER ON ACCOUNT OF **EVENT ORGANIZER(S)** AUTHORIZING (OR GIVING) ASSISTANCE, AID, CARE, EMERGENCY CARE, ADVICE, RESCUE, FIRST AID, TREATMENT OR EMERGENCY MEDICAL SERVICES (INCLUDING WITHOUT LIMITATION **INJURIES, DAMAGES OR CLAIMS** THAT MAY BE CAUSED BY OR ARISE OUT OF, IN WHOLE OR IN PART, THE NEGLIGENCE OR FAULT OF **EVENT ORGANIZER(S)**).

22.10. **AGREE NOT TO SUE**. ALL ATTENDEES, PARTICIPANTS AND **RELEASORS** WILL NOT SUE, OR MAKE ANY **CLAIM(S)** AGAINST, ANY **EVENT ORGANIZER** (AND SURRENDER ANY RIGHT ATTENDEE, PARTICIPANT OR **RELEASORS** MAY HAVE OR MAY LATER ACCRUE TO RECOVER, THROUGH A COURT OF LAW OR BY OTHER MEANS, COMPENSATION) FOR ANY **INJURIES, DANGERS, OR DAMAGES** BASED UPON, ARISING OUT OF, LOGICALLY OR CAUSALLY RELATED TO, OR IN ANY WAY CONNECTED WITH PARTICIPATION IN OR PRESENCE AT ANY **EVENT(S)** (INCLUDING WITHOUT LIMITATION **SUITS, CLAIMS, INJURIES OR DAMAGES** THAT MAY ARISE OUT OF NEGLIGENCE OR FAULT OF **EVENT ORGANIZER(S)**).

22.11. **CHILDREN & MINORS**. WHERE A MINOR OR CHILD PARTICIPATES IN ANY **EVENT(S)**, ALL PARENTS AND GUARDIANS HEREBY ACCEPT AND AGREE TO THE TERMS AND CONDITIONS OF THE FOREGOING **ACKNOWLEDGMENTS, ASSUMPTION OF RISK, DISCLAIMER OF LIABILITY, WAIVERS AND RELEASE OF LIABILITY, AND AGREE NOT TO SUE** ON BEHALF OF, AND FOR, THEIR CHILD(REN) AND/OR MINOR(S).

23. INSURANCE

23.1. All boats must maintain Liability Insurance in full force and effect during *Racing* which will include a General Liability policy written by a reputable insurance company insuring the owner and any operators against liability for bodily injury in limits of not less than \$300,000 and for property damage of not less than \$100,000. Each boat will present proof of insurance upon OA's request.

24. PUBLICITY AND PHOTOGRAPHER'S RIGHTS

- 24.1. As a condition of participation, each participant (on behalf of him/herself and their children and minors) grants OA, sponsors and their designated photographers the perpetual, irrevocable right, license and permission to use, publish and distribute the participant's name, photos, video, images and statements of them and their boat and crew in all forms and media worldwide (including without limitation Internet) for any purposes whatsoever (including without limitation advertising, promotions, sales of pictures, etc.) without compensation or further permission.

25. Further Information

- 25.1. Organizing Authority ("OA") and host club is the Apostle Island Station of the Wayzata Yacht Club. For further information, contact AIS Fleet Captain, Jim Vaudreuil, by emailing jimv@huebsch-services.com or calling (715) 210-5263.