

Indemnity Declaration for Regatta Competitors at Illawarra Yacht Club for Boat/Number: _____

I, in my capacity as the Adult entrant, Parent, Legal Guardian or Custodian of the Skipper/Crew of the boat referred to in the Entry Form:

1. acknowledge that this entry is made subject to the conditions set out in the Notice of Race and Sailing Instructions as may be amended by the Organising Authority.
2. acknowledge that all racing conducted by the Organising Authority will be governed by the rules and regulations specified in the Notice of Race and Sailing Instructions, as they may be amended.
3. warrant to the Organising Authority that:
 - a. I have read and understand the Notice of Race and Sailing Instructions and that, if they are amended by the Organising Authority, I will read any amendment.
 - b. I have provided a copy of and brought the Notice of Race and Sailing Instructions to the attention of the crew of the boat (if any) and have satisfied myself that the crew of the boat (if any) understand the Notice of Race and Sailing Instructions.
 - c. I will provide a copy of and bring any amendment to the Notice of Race and Sailing Instructions to the attention of the crew of the boat (if any) and will satisfy myself that the crew of the boat (if any) understand any amendment.
 - d. the boat referred to in the Entry Form:
 - (i) is and has been properly maintained; and
 - (ii) is structurally sound and seaworthy (including hull, spars, rigging sails and all gear);
 - (iii) is suitable for the event or events referred to in the Entry Form;
 - (iv) carries all necessary and required equipment (including emergency equipment).
 - e. I and the crew of the boat (if any) will, while participating in the event or events referred to in the Entry Form, comply with the rules of this declaration.
 - f. I and the crew of the boat (if any) are aware of ISAF Fundamental Rule 4 "Decision to Race" which states "The responsibility for a boat's decision to participate in a race or to continue racing is hers alone".
 - g. I and the crew of the boat (if any) are all individually aware of and conversant with the risks involved in the sport of sail boat racing.
 - h. I and the crew of the boat (if any) are all individually aware that the participation in a race is entirely at our own exclusive risk and that the Organising Authority excludes all liability in the manner referred to in the Notice of Race.
 - i. I and the crew of the boat (if any) acknowledge and accept the risks associated with participating in the event or events referred to in the Entry Form including:
 - (i) any risks referred to the Notice of Race; and
 - (ii) the seaworthiness or otherwise of any boat participating in the event or events
 - (iii) the participation, including negligent participation, by persons in the event or
 - (iv) the defaults, acts and omissions of persons, including negligent defaults, acts referred to in the Entry Form; events referred to in the Entry Form; and omissions of the Organising Authority and its officers, employees and agents and the crews of other participating boats.
 - j. I and the crew of the boat (if any) acknowledge and accept that the Organising Authority:
 - (i) does not and cannot control, diminish or affect the perils of the sea;
 - (ii) is not in a position to take precautions against the risk of harm to persons
 - (iii) may not be in a position to provide advice, assistance or support to boats and
 - k. I and the crew of the boat (if any) release, hold harmless and indemnify the Organising Authority and its officers, employees and agents from all liability any of those persons has to the owner/skipper or any crew member on the boat, or to any person claiming through or under any such person, arising from the loss of life or injury to persons, or loss of or damage to property, howsoever caused, including by negligent act omission, arising out of or relating to:
 - (i) participation by the boat or any other boat in the event or events referred to in
 - (ii) the conduct or courses of races in any respect including any act or omission arising from the perils of the sea; and crews during the course of the event or events referred to in the Entry Form; and/or (whether reasonably foreseeable or not) causing or relating to loss of or damage to any boat or the death of or injury to any person.
 - l. I and the crew of the boat (if any) indemnify the Organising Authority and any officer, employee or agent in respect of any costs in respect of any assistance that may have to be rendered to the boat or crew (if any) in respect of any rescue including if the boat becomes disabled or any person is overboard or for any other reason.
 - m. I and the crew of the boat (if any) acknowledge and agree that the contract formed by the acceptance of the Entry Form by the Organising Authority is governed by the law of New South Wales.;
4. declare that the information in the Entry Form is correct .

(PRINT NAME) _____ / _____ (SIGN) _____ / _____ Date: _____

NOTE: Parent, Legal Guardian or Custodian to also sign for all entrants under the age of 18.

I, _____ Of (ADDRESS) _____

being the parent, legal guardian or custodian of (Entrant under 18) _____ Consent to him/her participating in this regatta and indemnify the Organising Authority.

Signed: _____ (Parent, Legal Guardian or Custodian) Date: _____