



Parkstone Yacht Club Race & Training Waiver 2018

The entry of the boat(s) for all sailing events organised by Parkstone Yacht Club is conditional on acceptance of the following by the boat owner/competitor/participant.

1. The race organisers shall not be liable for any loss, damage, death, or personal injury howsoever caused to the owner/competitor/participant, his skipper or crew as a result of their taking part in any race or training session. Moreover, every owner/competitor warrants the suitability of his/her boat for the race/races or purposes proposed.
2. Racing will be governed by the 'World Sailing' Racing Rules of Sailing (RRS) 2017-2020, the prescriptions of the RYA and the Sailing Instructions of Parkstone Yacht Club.
3. **RISK STATEMENT**
Rule 4 of the Racing Rules of Sailing states "The responsibility for a boat's decision to participate in a race or to continue racing is hers alone."
Sailing is by its nature an unpredictable sport and therefore involves an element of risk. By taking part in any event at PYC, each participant agrees and acknowledges that:
 - 3.1 They are aware of the inherent element of risk involved in the sport and accept responsibility for the exposure of themselves, their crew and their boat to such inherent risk whilst taking part in such events.
 - 3.2 They are responsible for the safety of themselves, their crew their boat and their other property whether afloat or ashore.
 - 3.3 They accept responsibility for any injury, loss or damage to the extent caused by their own actions or omissions.
 - 3.4 They are responsible for ensuring that their boat is equipped and seaworthy so as to be able to face extreme weather; that there is a crew sufficient in number, experience and fitness to withstand such weather and that their safety equipment is properly maintained, stowed and in date and is familiar to the crew.
 - 3.5 The provision of race management teams, patrol boats and other officials and volunteers by the organisers does not relieve them of their own responsibilities.
 - 3.6 The provision of patrol boat cover is limited to such assistance as can be practically provided in the circumstances, particularly in extreme weather conditions. Further, in the event that any assistance is rendered to a competitor, no liability for any loss, damage or injury to the competitor, and/or the boat and its equipment is accepted either by the club or the crew of such patrol craft.
 - 3.7 It is their responsibility to familiarise themselves with any risks, regulations and/or bye-laws specific to sailing or racing in Poole Harbour and Poole Bay including:
 - a. Tidal conditions in Poole Harbour, which are complex with areas of shallow water common as well as very fast tidal flows in parts of the harbour.
 - b. The area is used by a wide variety of craft, including large commercial vessels restricted in their ability to manoeuvre, a chain ferry in the harbour entrance and, at times, high volumes of leisure boat traffic. The Convention on the International Regulations for Preventing Collisions at Sea (COLREG) 1972, applies to all these craft including racing yachts.
 - c. The Yacht Racing Criteria issued by Poole Harbour Commissioners, (<http://www.phc.co.uk/downloads/latest/Yacht-Racing-Criteria-2016.pdf>) which place requirements on all those involved in yacht racing in Poole.
 - 3.8 Parkstone Yacht Club strongly recommends that all sailors wear personal buoyancy whilst on the water, as failure to do so significantly increase the risks inherent in sailing. Personal buoyancy should comply with RYA Prescription to RRS 40.
4. At all times, the boat/s will comply with the relevant Class Rules including buoyancy and safety provisions.
5. Insurance will be maintained at all times on the above boat to a minimum third party liability of £3,000,000.
6. I certify that I am 18 years or more of age and I will not permit anyone under the age of 18 years to have command of the boat unless a Junior Waiver Form has been countersigned by the parent or guardian responsible and the form has been completed and returned to the Club Office.
7. A Junior Waiver Form must also be completed and lodged with the Club Office in respect of each participant who is less than 18 years of age. The form must be counter signed by the person with parental responsibility in accordance with the Children Act. (Rule 25.3 refers)
8. I understand that if the boat is in the charge of, or being crewed by, someone other than the person/s specified on the owner's/competitor's Boat Update Form, It is the responsibility of such person to bring the provisions of this Waiver Form to the attention of the person in charge of, or crewing, the boat.

I HAVE READ THE ABOVE CONDITIONS AND ACCEPT THE RESPONSIBILITIES CONTAINED THEREIN.

Signed

Date.....

Name (Please print clearly)

Club Membership Number

For Office Use – Date waiver registered

(V6 April 2017)