

# Around the Islands Race July 3<sup>rd</sup>, 2021

# Wayzata Yacht Club (WYC) - Apostle Islands Station (AIS) Bayfield Wisconsin, USA

# NOTICE OF RACE

The organizing authority of the 2021 Around the Islands Race is the Apostle Islands Station /Wayzata Yacht Club, Inc. (AIS/WYC).

The notation [NP] in a rule in the Notice of Races means that breaches in this rule will not be grounds for a protest by a boat. This changes RRS 60.1 (a).

## 1. RULES

- 1.1. The regatta will be governed by the rules as defined in *The Racing Rules of Sailing* (RRS).
- 1.2. Each boat shall also comply with the following:
  - 1.2.1.[DP] All U.S. Coast Guard and other applicable governmental laws, rules and regulations. 1.2.2. The 2021 WYC/AIS Safety Equipment Requirements, which can be found at
    - www.wyc.org/ais
  - 1.2.3.Single handed entrants shall be existing or past Great Lakes Singlehanded Society (GLSS) members and comply with GLSS Solo Challenge 2021 Equipment List, which can be found at <u>www.wyc.org/ais</u>

# 2. SAILING INSTRUCTIONS

- 2.1. The Sailing Instructions (SI) will be available after 1200 on June 1, 2021 at the relevant Yachtscoring.com event page.
- 2.2. Competitors are expected to obtain all relevant race documents on their own.

# 3. COMMUNICATION

- 3.1. The online official notice board is located at the relevant Yachtscoring.com event page
- 3.2. All boats shall carry a VHF radio capable of communicating on channel 16, 22A, 68, and 72.
- 3.3. On the water, the Race Committee (RC) may make courtesy broadcasts to competitors on VHF.
  - 3.3.1. The RC may report all visual signals displayed by the RC and report OCS boats after the start on the VHF channel. The failure to hail her number, failure of her to hear such a hail, or the order in which boats are hailed shall not be grounds for a request for redress. This changes RRS 62.1(a).
  - 3.3.2. The VHF channel will be stated in the SI.
- 3.4. [DP] Except in an emergency, or if requested the RC, a boat that is racing shall not make voice or data transmissions and shall not receive voice or data communication, by any device that are not available to all boats.
- 3.5. [DP] Boats that are retiring or withdrawing shall notify the RC.

# 4. [NP] [DP] ENTRIES / ELIGIBILITY

4.1. The event is open to keelboats and sport boats between 20-70 feet LOA, and multi-hull boats 24-60 feet LOA between hull perpendiculars.



- 4.2. All boats are required to have a valid 2021 Lake Michigan PHRF (LMPHRF) certificate. 4.2.1. The LMPHRF applies to all boats racing in all classes.
  - 4.2.2. For any boat that does not submit a valid 2021 LMPHRF rating certificate with registration, a PHRF rating for this boat will be assigned by the Organizing Authority (OA). The assigned handicap rating shall not be subject to redress. This changes RRS 60.1(b).
  - 4.2.3.All boats shall have a working motor appropriate for the size for the boat.
  - 4.2.4. A crew list with names and emergency contact information shall be turned in to the OA prior to 0900 on July 3, 2021 for a boat to be considered registered. The OA will be present at the Apostle Islands Marina Dock office until 0900 on July 3, 2021 to receive crew lists.
- 4.3. All eligible boats shall enter by delivering a completed entry form online at the relevant Yachtscoring.com event page, or by handing to the OA no later than the end of the VHF competitors' meeting on July 3, 2021.
- 4.4. OA shall receive timely payment of all required fees.
- 4.5. All entries and fees shall be received, acknowledged, and accepted by OA by the end of the VHF competitors' meeting on July 3, 2021.
- 4.6. Autopilots and power winches are allowed only by single or double handed entrants.
- 4.7. All boats shall have a functional marine VHF radio and GPS, capable of recording Longitude and Latitude.

## 5. FEES

- 5.1. Required fees are \$50 and are nonrefundable.
- 5.2. Race fees are included with fleet dues for current WYC/AIS fleet members.
- 5.3. Race fees are waived for paid LSYA Offshore Series and paid Bayfield Race Week registrants.

# 6. SCHEDULE

- 6.1. A VHF competitors' meeting will be held on VHF 72 at 0830 on July 3, 2021.
- 6.2. Warning signal will be at 1000 on July 3, 2021.
- 6.3. A second start will be held for the single and double handed boats.

#### 7. ADVERTISING

7.1. [NP] [DP] All competitor or boat advertising shall be in compliance with World Sailing Regulation 20.

#### 8. SAILING INSTRUCTIONS

8.1. 2021 Around the Islands Sailing Instructions will be available at the relevant Yachtscoring.com event page. Competitors are expected to obtain all relevant race documents on their own.

# 9. VENUE AND COURSE

9.1. Course is clockwise around the Apostle Islands, starting in front of Bayfield, keeping Red Cliff buoy to port, Devils Island to starboard, Outer Island to starboard, Michigan Island to starboard, Grants Point buoy to starboard, and finishing off the break-wall near the end of Rittenhouse Avenue in Bayfield.

#### 10. PENALTY SYSTEM

- 10.1.RRS Appendix V1 will be enforced.
- 10.2. RRS Appendix T Arbitration will be in effect for this regatta.



# 11. SCORING

11.1. In accordance with RRS Appendix A2.1, no score shall be excluded.

#### 12. **PRIZES**

- 12.1. Will be awarded to 1<sup>st</sup>, 2<sup>nd</sup>, and 3<sup>rd</sup> places. Additional prizes may be awarded at the discretion of the OA
- 12.2. To be eligible for the Corsair Trophy, skipper shall be a registered and paid Full or Skipper member of WYC (including membership dues and membership certificate fee as applicable) and shall be a registered and paid member of the AIS fleet, excluding payment of dues waived by AIS fleet vote or policy.

## 13. RISK STATEMENT, DISCLAIMER OF LIABILITY; WAIVERS AND RELEASE

- 13.1. "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)**).
- 13.2. "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).
- 13.3. 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."
- 13.4. 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.
- 13.5. <u>ACKNOWLEDGEMENT OF INJURIES</u>. 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**").
- 13.6. <u>ACKNOWLEDGMENT OF DANGERS</u>. 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".

- 13.7. <u>ASSUMPTION OF RISK</u>. 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)**.
- 13.8. <u>DISCLAIMER OF LIABILITY</u>. EVENT ORGANIZER(S) <u>WILL NOT BE RESPONSIBLE</u> <u>OR LIABLE FOR</u> 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 CAUSEDBY OR ARISE OUT OF, IN WHOLE OR IN PART, BY NEGLIGENCE OR FAULT OF EVENT ORGANIZER(S)).
- 13.9. WAIVERS AND RELEASE OF LIABILITY
  - 13.9.1. 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, ADMINSTRATORS, HEIRS, NEXT OF KIN, LEGAL AND PERSONAL REPRESENTATIVES, AND SUCCESSORS AND ASSIGNS, AND ANYON 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 CAUSED BY OR ARISE OUT OF, IN WHOLE OR IN PART, THE NEGLIGENCE OR FAULT OF EVENT **ORGANIZER(S)**).
  - 13.9.2. WITHOUT LIMITING THE FOREGOING, PARTICIPANT FURTHER <u>WAIVES</u>, <u>DISCHARGES AND RELEASES</u> 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)**.

- 13.10. <u>AGREE NOT TO SUE</u>. 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)**).
- 13.11. <u>CHILDREN & MINORS</u>. 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).

#### 14. INSURANCE

14.1. 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.

#### **15. PUBLICITY AND PHOTOGRAPHER'S RIGHTS**

15.1. 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.

#### 16. FURTHER INFORMATION

16.1. Organizing Authority (OA) and host club is the Apostle Islands 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.