

Bart's Bash 2017: NOTICE OF RACE

1. RULES

1.1 The regatta will be governed by the Sailing Instructions and the Rules as defined in The Racing Rules of Sailing 2017 - 2020.

1.2 Local rules and/or bye-laws of Host Clubs may apply. These will be detailed in the Supplementary Sailing Instructions for each Host Club.

1.3 Racing Rules may be changed by the Host Clubs and those amendments detailed in the Supplementary Sailing Instructions.

1.4 If there is a conflict between languages the English text will take precedence. If there is any inconsistency between this Notice of Race and the Supplementary Sailing Instructions, this Notice of Race and the Andrew Simpson Foundation (ASF) Sailing Instructions will prevail.

2. ADVERTISING

2.1 Advertising will be allowed in accordance with the Class Rules of the competing classes and those of the relevant national authority (if any).

2.2 Boats may be required to display advertising chosen and supplied by ASF.

3. ELIGIBILITY AND ENTRY

3.1 Bart's Bash is a global umbrella event founded by the charity ASF that comprises many hundreds of individual sailing events at locations around the world.

3.2 Each individual event is organised by the club which is the organising authority for all activities at their site (Host Club).

3.3 Bart's Bash is open to any sailing craft defined by a class. ASF will allocate each sailing class with a Bart Number which will be used for handicapping purposes. Any classes that do not have a Bart Number should contact ASF for one to be generated.

3.4 Eligible boats may enter online in advance at the online entry website through www.bartsbash.com

3.5 Where available, boats may also be able to enter at the Host Club at which they choose to race.

4. NO FEES

There are no entry fees for this event, nor any requirement or obligation to provide any funds or services to ASSF. Each participant is encouraged to make a donation to ASSF when completing the entry form (and to find sponsors for that individual) although this is not a requirement to participate.

5. SCHEDULE

5.1 Subject to clause 5.3 below, the race start time and finish time must take place between 00:00 GMT on the 16th September and 23:59 local time on 17th September, 2017. The starting time and length of each race is a matter entirely for the relevant Host Club. This time frame is applicable to the time zone in which the races are being held.

5.2 The Schedule of Racing will be published in the Supplementary Sailing Instructions of each Host Club.

5.3 Venues which have no scheduled racing on either the 16th or 17th September, 2017 due to tidal or other issues may request a one week postponement of their race. This request must be made by the 10th September 2017 by email to tim@bartsbash.com.

6. MEASUREMENT

If applicable, boats may be required to produce a valid measurement certificate at registration. Random measurement checks may be carried out during the event at the discretion of the Race Committee of the relevant Host Club.

7. SAILING INSTRUCTIONS

The Sailing Instructions will be available at www.bartsbash.com. Supplementary Sailing Instructions will be available from the Host Club.

8. THE COURSE

The course to be sailed will be shown in the Supplementary Sailing Instructions or described at the briefing at the Host Club.

8.2 The course set by each Host Club must meet the following criteria:

- a) The start and finish of the race must be in the same place; ideally this will be a Gate, but separate start and finish lines from the same race committee boat are acceptable (ie, one line either side).
- c) The course has no required minimum number of rounding marks, however a clear course must be available and published by the Host Club (e.g. a course could be laid using race marks, or boats could sail around an island, or between two shore-based gates on a river etc).

9. SCORING

The Race will eventually be scored based on average boat speed handicapped using each class' Bart Number. Results will be published at www.bartsbash.com Given the variety of conditions by which the event is to be held on a worldwide basis, any handicap results may be inaccurate and no responsibility is accepted in respect thereof.

10. RADIO COMMUNICATION

Except in an emergency, a boat shall neither make radio transmissions while racing nor receive radio communications not available to all boats. This restriction also applies to mobile phones or any similar device.

11. 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 inherently involves an element of risk. By taking part in the event, each competitor agrees and acknowledges that:

(a) 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 the event;

(b) They are responsible for the safety of themselves, their crew, their craft and their other property whether afloat or ashore;

(c) They accept responsibility for any injury, damage or loss to the extent caused by their own actions or omissions;

(d) Subject to clause 12 below, it is their responsibility to ensure that they have adequate insurance in place to cover death, injury, damage or loss (including to third parties caused by their own actions or omissions);

(e) Their craft is in good order, equipped to sail in the event and they are fit to participate;

(f) The provision of a race management team, patrol boats and other officials and volunteers by the event organiser and Host Clubs does not relieve them of their own responsibilities;

(g) Each participant is to accept that it is their responsibility to follow the Host Club's Supplementary Sailing Instructions including their safety instructions at all times.

(h) Participation of children under the age of 16 years is the responsibility of their parents or guardians.

(i) Each participant acknowledges that whilst a handicapping system will be applied, the differing conditions and venues means that there will be a degree of uncertainty as to whoever may be declared as being the winner.

12. INSURANCE

Each craft is required to hold adequate insurance and in particular to hold insurance against third party claims in the sum of at least £2 million; this minimum may be amended as appropriate, in the Supplementary Sailing Instructions of the host club.

13. MEMBERSHIP AND LIABILITY

Any Membership requirements of each Host Club will be detailed in the Supplementary Sailing Instructions.

13. LOCAL RULES

Any local rules or regulations will be detailed in the Supplementary Sailing Instructions.

14. DATA PROTECTION

Each participant agrees that the Personal Information relating to that individual can be stored, used by ASSF and its Event partners in connection with the organisation, staging and administration of the Event.

Each participant agrees that the Personal Information relating to that individual may be anonymised and the anonymised data may be used by ASF and its Event partners in connection with the compilation of statistical information.

Each participant agrees that their name, image and contact details can be used by ASF and its Event partners for the purposes of the promotion and marketing of the Event; adding them to a mailing list to keep them informed about future events and services which ASF believes might be of interest, such as leisure activities relating to similar types of events or activities; promotional and marketing material in respect of similar events and other community based activities organised by ASF's Event Partners etc.

Any participant who does not wish ASF or its Event partners to use the Marketing Information or Personal Information other than for purposes related to their participation in the Event should e-mail ASSF at tim@bartsbash.com.

15 MISCELLANEOUS

To the maximum extent permitted by English Law, ASSF accepts no responsibility for injury, loss and damage sustained by a participant and reference is made to the Risk Statement and Insurance provisions above. Neither ASSF nor its Trustees, employees, volunteers, Event partners, agents and sub-contractors will have any liability whatsoever in contract, tort (including negligence), breach of statutory duty or otherwise for any indirect, incidental, special, exemplary or consequential loss including, without limitation all loss of profit, opportunity, anticipated profit or revenue, business and/or goodwill).

In the event that a Host Club cancels their event for any reason, the Bart's Bash race will not be held on another day and any donations or fundraising will not be refunded.

The laws of England and Wales apply and each participant consents to the exclusive jurisdiction of the English Courts.