

Notice of Race SAILING Champions League Season 2019

GENERAL INFORMATION

The SAILING Champions League (SCL) is a regatta series for the best sailing clubs who compete in the National Sailing Leagues. The SCL season 2019 consists of the following events:

- Three Qualifier events as qualification for the SCL Final
- One Final (separate Notice of Race)
- One Youth SAILING Champions League event (separate Notice of Race)

ORGANISING AUTHORITY

The Organising Authority (OA) is the SAILING Champions League GmbH in conjunction with the hosting club for each event.

SAILING Champions League GmbH Englische Planke 8 20459 Hamburg Germany E-mail: <u>info@sailing-championsleague.com</u> Phone: +49 40 226 316 4-63 Web: <u>www.sailing-championsleague.com</u>

DEFINITIONS

SCL club: the club entitled to participate in SCL

Crew: the sailors registered for the event

Skipper: the sailor who is in charge of the boat

Team manager: responsible person who is the contact person for the OA

ISLA: International Sailing League Association

SCL GmbH: SAILING Champions League GmbH

<u>SCL steering committee:</u> decisive committee of the SCL consisting of the three ISLA board members and representatives of the SCL GmbH

NSL: National Sailing League







1. DATES

- Qualifier event 1
 - o Date: 9 to 12 May 2019
 - o Location: S'Arenal de Mallorca
 - Hosting club: Club Nàutic S'Arenal
- Qualifier event 2
 - o Date: 23 to 26 May 2019
 - Location: Porto Cervo
 - o Hosting club: Yacht Club Costa Smeralda
- Qualifier event 3
 - Date: 4 to 7 July 2019
 - o Location: Saint Petersburg
 - o Hosting club: Saint Petersburg Yacht Club

2. HOSTING CLUBS

2.1. Qualifier 1:

Club Nàutic S'Arenal C/Roses, s/n. El Arenal, Llucmajor 07600 Mallorca, Islas Baleares Spain Phone: +34 971 440 142 E-mail: <u>regata@carenal.com</u> Web: <u>www.cnarenal.com</u>

2.2. Qualifier 2:

Yacht Club Costa Smeralda 07021 PORTO CERVO (OT), Sardinia Italy Phone: +39 078 990 2200 E-mail: <u>secretariat@yccs.it</u> Web: <u>www.yccs.com</u>

2.3. Qualifier 3:

Saint Petersburg Yacht Club 19A Beregovaya Str. Saint Petersburg, Lahta 197227 Russia Phone: +7 812 324 22 55 E-mail: <u>info@yacht-club-spb.ru</u> Web: <u>www.yacht-club-spb.ru/en/en</u>





3. ELIGIBLE CLUBS

- 3.1. The top five clubs in the overall scoring from each NSL (member of ISLA) from the previous year are qualified and invited to SCL.
- 3.2. The SCL Steering Committee can assign wild cards to new NSL and interested clubs who get in touch with the OA.
- 3.3. The SCL Steering Committee grants a wild card for each hosting club of a SCL Qualifier.
- 3.4. The draw for the Qualifier events will be posted on the SCL website: <u>www.sailing-championsleague.com</u>
- 3.5. If a qualified club cancels its participation in SCL, the place can become an additional wild card or the NSL nominates the next best-ranked club.

4. **REGISTRATION**

4.1. Registration office

SAILING Champions League GmbH Englische Planke 8 20459 Hamburg Germany E-mail: <u>info@sailing-championsleague.com</u> Phone: +49 40 226 316 4-63 Web: <u>www.sailing-championsleague.com</u>

- 4.2. Deadline: The registration deadline is 31st of March 2019.
- 4.3. Entry fee: The entry fee for each SCL club for each Qualifier is 1,000.00 Euro.
- 4.4. Registration procedure: An SCL club has to complete the following steps for registration.
 - 4.4.1. The SCL club sends the entry form (Appendix A) including the crew nomination via e-mail to <u>info@sailing-championsleague.com</u> until 31st of March 2019.
 - 4.4.2. The SCL club has to transfer the non-refundable entry fee of 1,000.00 Euro until 31st March 2019 to the ISLA bank account:

Account holder: International Sailing League Association Bank: Deutsche Bank IBAN: DE43 2007 0024 0208 0455 00 BIC: DEUTDEDBHAM Subject: SCL Qualifier Venue (fill-in the venue), entry fee, name of club (no abbreviation)

The entry fee will not be refunded if the SCL club does not show up.

4.4.3. Every crew member of a SCL club has to fill in the Sailor's Portrait up to a month before the SCL Qualifier takes place on the SCL website: <u>http://sailing-championsleague.com/sailors-portrait-2019</u>





- 4.4.4. A damage deposit of 1,000.00 Euro has to be transferred latest a week before the event to the ISLA bank account (details see 4.4.2., subject: SCL Qualifier Venue (fill-in the venue), deposit, name of club (no abbreviation)). If a SCL club qualifies for the SCL final, the deposit will be kept as deposit. If a SCL club does not qualify for the SCL final, the remaining deposit will be refunded within 14 days after the event.
- 4.4.5. Each crew member has to sign the Disclaimer for Liability, Media and Privacy Policy (Annex C) at the check-in.
- 4.4.6. If a crew member is under 18 years old when participating in the SCL event, he/she needs to fill in a Declaration of Consent with the signature from her/his parent or the legal guardian and bring it to the check-in. The form can be downloaded from the 'Notice Board' on the SCL website. (Annex D)
- 4.4.7. The registration is not effective until the steps 4.4.1. to 4.4.4. have been completed and each NSL has paid its annual ISLA membership fee.
- 4.4.8. For entries after 31st March 2019, a late registration fee of 20% will be added to the entry fee.

5. CREW

- 5.1. All crew members need to be members of the club they are participating for.
- 5.2. Crew members must be at least 13 years old for the first race of the event.
- 5.3. One crew member has to be the designated skipper (person in charge) on the entry form.
- 5.4. There is no restriction for crew members regarding the World Sailing Sailor Classification Code.
- 5.5. The number of crew (including the skipper) shall be four. All registered crew shall sail all races.
- 5.6. All-female teams or youth teams (sailors born in the years 1998 to 2006) can have a total crew number of five (including the skipper). Latest seven days before the event, the teams must decide if they compete with four or five crew members. The number of crew members cannot be changed within the week before the event and during the event.
- 5.7. There will be no crew weight limit.
- 5.8. When a crew member (including the skipper) is unable to continue racing (in case of injury or emergency), the OA may authorise a substitute, a temporary substitute or other adjustment. The crew has to designate a new skipper.
- 5.9. All crew members need to carry a life jacket (DIN EN 393 or ISO DIN EN 12402-05) during the races. This changes RRS 40. Crew members under the age of 18 need to wear a life jacket at all time.

6. INSURANCE

All competitors are required to have an adequate third-party insurance.





7. FORMAT

- 7.1. All SCL events are sailed as umpired fleet races with six to eight meter one-design boats.
- 7.2. For all SCL Qualifier, 18 flights are planned. The pairing list for the flights will be published with the Sailing Instructions one week before the event on the SCL website.
- 7.3. The OA may change the format, terminate or eliminate any flight, when conditions or the remaining time scheduled do not permit the completion of the intended format.
- 7.4. The course will be an up-and-down course with a downwind finish.
- 7.5. The possible course layouts for each SCL Qualifier will be published in the Sailing Instructions.

8. RULES

- 8.1. The event will be governed by the rules as defined in the RRS, including rules for on-the-water judging.
- 8.2. The rules for handling of the boats will apply. Class rules will not apply.
- 8.3. Changes in the RRS could be determined in the Sailing Instructions.

9. BOATS AND SAILS

- 9.1. The SCL Qualifier will be sailed on J/70 type of boats provided by the hosting clubs or the OA. The OA may change the type of boats.
- 9.2. All sails (mainsail, jib and gennaker) will be provided by the hosting club or the OA.
- 9.3. The allocation of the boats for the SCL Qualifier will be drawn with the pairing list.

10. SAILING INSTRUCTIONS

The Sailing Instructions will be posted on the SCL website latest seven days before the first day of racing. The location of the Notice Board can be found in the Sailing Instructions. The live ticker of the SAILING Champions League homepage is just meant for a source of information for spectators and sailors, it doesn't represent the official Notice Board.

11. GENERAL PROGRAMME (LOCAL TIME)

Day 1:	09.00 - 12.00 hrs 12.00 hrs 13.30 hrs	Check-in Skippers briefing First warning signal
Day 2 and 3:	09.00 hrs 10.00 hrs	Daily Skippers briefing First warning signal
Day 4:	09.00 hrs 10.00 hrs 16.00 hrs 16.30 hrs	Daily skippers briefing First warning signal Last possible warning signal Price giving ceremony

The final programme will be included in the Sailing Instructions.





12. PENALTY SYSTEM

There will be on-the-water judging. The procedure and penalties will be detailed in the Sailing Instructions.

13. SCORING

- 13.1. Three races of each SCL club are required to be completed to constitute an official SAILING Champions League Qualifier event.
- 13.2. When fewer than three races per SCL club have been completed, all missing races will be scored with average points, according to RRS A 10 (b).
- 13.3. The total score of each SCL club is the amount of its individual scores according to the low point system of the RRS without eliminating the worst score.
- 13.4. DNC, DNS, OCS, DNF, RET, DSQ, etc. all score one point more than the number of boats starting in that race. This changes RRS A4.2.
- 13.5. If at the end of the Qualifier event, some of the SCL clubs have sailed an uneven number of races, due to incomplete flights, the SCL club missing a race will be scored according to RRS A10 (a).
- 13.6. If a SCL club is unable to start a race because the organizer cannot supply a boat for racing, the SCL club will get an average score for this race, according to RRS A10 (b). (the average will be calculated based on the races that were sailed before the race mentioned).
- 13.7. In case of uneven pairings in the pairing list, races with fewer boats will be scored with average points in the overall ranking. This will not be grounds for seeking redress. This changes RRS 62.1 (a).
- 13.8. For tied boats with the same points score, ties will be broken applying RRS A8. If a tie cannot be broken, the score from the last race in which the concerned SCL clubs competed in the same race will break the tie.

14. PRIZES

The top three SCL clubs will be awarded with a prize. There can be additional prizes presented by the hosting club.

15. QUALIFICATION FOR THE SAILING CHAMPIONS LEAGUE FINAL 2019

- 15.1. If the same number of SCL clubs compete in each SCL Qualifier, the top seven SCL clubs are qualified for the SCL Final.
- 15.2. If the number of SCL clubs competing in each SCL Qualifier differs, the SCL committee will define the number of qualified clubs per SCL Qualifier based on the ratio of the total amount of SCL clubs for each SCL Qualifier.





16. ADVERTISING

- 16.1. Each boat will be required to display advertising as supplied by the OA. While afloat, crew members, including the skipper, shall be required to wear bibs provided by the OA except briefly while changing or adjusting clothing or personal equipment.
- 16.2. For individual sponsoring, each crew has the part on their battle flags for advertising, as shown in Appendix B of this Notice of Race. The battle flag is provided by the OA. The flags of the SCL Season 2018 could be recycled by request. SCL clubs need to send the logos high-resolution club buraees and sponsor in via e-mail to info@sailing-championsleague.com until the 31st of March. The costs for the battle flag are covered within the entry fee. The battle flag is produced exclusively by the SCL GmbH.
- 16.3. Boats shall not be permitted the right to protest for breaches of any rules regarding advertising. This changes RRS 60.1.

17. MEDIA, IMAGES and SOUND

- 17.1. SCL clubs may be required to carry cameras (or dummies), sound equipment, microphones, television personnel and positioning equipment while racing as specified and supplied by the OA.
- 17.2. Competitors may be required to be available for interviews.
- 17.3. Registered skippers shall wear communication equipment supplied by the OA that allows the RC to communicate with the competitor whilst racing.
- 17.4. Competitors shall not interfere with the normal working of the OA supplied media equipment.
- 17.5. Except in an emergency or when using equipment provided by the OA, a SCL club that is racing shall not make voice or data transmissions and shall not receive voice or data communication that is not available to all boats. Navigation aids are not permitted. Watches without navigational functions are allowed.
- 17.4 By participating in the event, competitors automatically grant to SAILING Champions League GmbH, International Sailing League Association, Konzeptwerft Holding GmbH (marketing agency of SAILING Champions League GmbH), hosting club, event sponsors and partners, other media, the photographers and videographers the right in perpetuity to make, use and show, from time to time at their discretion, any photos and motion pictures and live, taped or filmed television and other reproductions of the sailor before, during and after the SAILING Champions League without compensation.

The granting of exploitation rights also applies to the area of all current and future technical media and facilities including multimedia applications (Internet, online services, etc.), live streaming (transmission at the time of recording), print media and other printed matter such as photo books, calendars, flyers or similar for the marketing of the SAILING Champions League. The exploitation of the rights can also be carried out as part of a group marketing. This consent may be revoked at any time in writing with future effect. The revocation has to take place at the SAILING Champions League, Englische Planke 8, 20459 Hamburg, Germany. The image and video material is then removed from the corresponding online platforms. Artwork in print editions, as described above, will be removed in new editions, but old editions may still be used. The proceeds from these





publicity and advertising activities are the sole responsibility of the operating club or the SAILING Champions League and the Konzeptwerft Holding GmbH in accordance with the contract of execution between these two parties, unless otherwise expressly stipulated in this invitation to tender.

18. SUPPORT AND MEDIA BOATS

- 18.1. All support boats including media boats not provided by the OA shall be registered with the OA and will be required to comply with local legislation. The OA may refuse registrations and accept late registrations at their sole discretion.
- 18.2. Support boats shall be insured with a valid and for the racing area suitable third-party liability insurance with a minimum cover of 1,500,000.00 Euro per incident or the equivalent.
- 18.3. Support boats shall clearly display the SCL club's burgee for identification.
- 18.4. Only media boats with an official SCL "Press" flag and an accreditation by the OA are allowed on the race course.
- 18.5. The OA will not provide berthing for support or media boats. Berthing reservations have to be placed with the hosting club.

19. DISCLAIMER AND PRIVACY POLICY

All those taking any part in the event do so at their own risk. The OA, its associates and appointees accept no responsibility for any loss, damage, injury or inconvenience incurred, howsoever caused. Competitors are acquainted with World Sailing Part 1 Fundamental Rule 4: "A boat is solely responsible for deciding whether or not to start or to continue racing".

The responsibility for the decision of the person in charge to participate in a race or to continue with it is solely with him/her, to that extent he/she also takes the responsibility for his/her crew. The helmsman/helmswoman is responsible for the qualification and the correct nautical conduct of his/her crew as well as for the suitability and the transport-safe condition of the registered boat.

In cases of Force Majeure or on grounds of administrative orders or for safety reasons the organizer (SAILING Champions League GmbH in conjunction with Konzeptwerft and the hosting club) is entitled to make changes in the realisation of the event or to cancel the event. In these cases there does not exist any liability for compensation of the organizer to the participant. In case of a violation of obligations that do not constitute primary respectively material contractual duties (cardinal obligations), the liability of the organizer, no matter because of which cause in law, for material and property damages of all kinds and their consequences that arise to the participant during or in connection with the participation in the event resulting from a conduct of the organizer, his representatives, servants or agents, is restricted to damages that were caused wilfully or grossly negligent. When a violation of cardinal obligations occurs, in cases of simple negligence the liability of the organizer is limited to foreseeable, typically occurring damages. To the extent that the liability for damages of the organizer is excluded or restricted, the participant also relieves the staff - employees and representatives, agents, servants, sponsors and individuals who provide or drive salvage, safety or rescue vessels or assist with their use - from the individual liability for damages, as well as also all other individuals who were instructed to act in connection with the realisation of the event. The effective racing rules of World Sailing, Appendix B rated as class rules (as





shown in the Sailing Instructions), the sailing instructions as well as the regulations of the Notice of Race are to be complied with and are expressly recognized. The German law shall prevail.

The SAILING Champions League GmbH (data controller) in conjunction with Konzeptwerft Holding GmbH, Englische Panke 8, 20459 Hamburg, Germany herewith would like to explain to you, what personal information we collect about you with your entry and participation in the SAILING Champions League.

All data regarding participating athletes and their boats will be utilized and archived by us for the purpose of the sporting event. Personal information contains the participant's real name, date of birth, home club. In particular, results, calculatory and visual analyses, position monitoring and race analyses will be published with reference to the competitor's name and the SCL club's name. In order to achieve this, your data will be transferred to our service providers such as i.e. SAP SE and to such governing bodies like i.e. World Sailing, EUROSAF. It cannot be ruled out, that your data will be processed outside of the EU. Our service providers and governing bodies have been or will be committed by us, to exclusively use your data for the event and its preparation and post-processing, including ranking lists and global multi event scorecards. A commercial use of your data is prohibited. By entering in the SAILING Champions League competitors agree to receive event information from the hosting clubs. The use of your data is governed by German law, particularly by the General Data Protection Regulation. Details can be found in our data protection declaration on the homepage under: sailing-championsleague.com

20. INVITATIONS

Entries will only be accepted from invited clubs. Requests for invitations shall be send to the OA: <u>info@sailing-championsleague.com</u>





ADDITIONAL INFORMATION FOR EACH SCL QUALIFIER

Palma de Mallorca:

- Each non-European crew member needs a valid visa to enter Spain. For needed documents send an e-mail to <u>club@cnarenal.com</u>.
- Berthing for support and media boats shall be requested via e-mail to: <u>club@cnarenal.com</u>

Porto Cervo:

- Each non-European crew member needs a valid visa to enter Italy. For needed documents send an e-mail to YCCS Race Office (<u>secretariat@yccs.it</u>).
- Berthing for support and media boats shall be requested via e-mail to YCCS Race Office (<u>secretariat@yccs.it</u>).
- Each SCL club has to provide credit card information at check-in for immediate damage repairs.

St. Petersburg:

- The intended course area will be in the city centre in front of the Peter and Paul Fortress. The OA may change the racing area to the outside harbour of the Saint Petersburg Yacht Club due to weather conditions. The race area will be defined in the Sailing Instructions.
- Each non-Russian crew member needs a valid visa to enter Russia. To apply for a visa, each crew member needs an official invitation letter provided by St. Petersburg Yacht Club. Invitation requests shall be sent to Yulia Milieva (<u>millieva@yacht-club-spb.ru</u>) with a copy of the passports of all crew members.
- Berthing for support and media boats shall be requested via e-mail to Marina Slyusarenko: <u>slymarina@gmail.com</u>

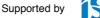
APPENDICES:

Appendix A: Entry Form

Appendix B: Battle flag/Advertisement

Appendix C: Disclaimer of Liability, Media Rights and Privacy Policy

Appendix D: Declaration of consent







Appendix A: Entry Form

Please send the entry form via e-mail to: <u>info@sailing-championsleague.com</u> Please fill in the entry form readable. Thank you!

Club name			Abbreviation		
Entering for SCL Qualifier	Palma	Porto Cervo	St. Petersburg		
Club president					
Club address	Street ZIP code, city, country				
Contact team manager	Phone Name E-mail	E-mail			
Contact media manager	Mobile Name E-mail Mobile				
Helmsman/Helmswoman			Skipper		
Crew 1					
Crew 2					
Crew 3					
Crew 4 (only all-female or youth crews)					
Date Signature club president		Date Signature team manager	· · · · ·		

For details for entry fee see 4. REGISTRATION





Appendix B: Battle Flag

The picture shows an example of the battle flag.







Appendix C: Disclaimer of Liability, Media Rights and Privacy Policy Disclaimer of Liability and Media Rights

SAILING Champions League Season 2019

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The responsibility for the decision of the person in charge to participate in a race or to continue with it is solely with him/her, to that extent he/she also takes the responsibility for his/her crew. The helmsman/helmswoman is responsible for the qualification and the correct nautical conduct of his/her crew as well as for the suitability and the transport-safe condition of the registered boat.

In cases of Force Majeure or on grounds of administrative orders or for safety reasons the organizer (SAILING Champions League GmbH in conjunction with Konzeptwerft and the hosting club) is entitled to make changes in the realization of the event or to cancel the event. In these cases there does not exist any liability for compensation of the organizer to the participant. In case of a violation of obligations that do not constitute primary respectively material contractual duties (cardinal obligations), the liability of the organizer, no matter because of which cause in law, for material and property damages of all kinds and their consequences that arise to the participant during or in connection with the participation in the event resulting from a conduct of the organizer, his representatives, servants or agents, is restricted to damages that were caused willfully or grossly negligent.

When a violation of cardinal obligations occurs, in cases of simple negligence the liability of the organizer is limited to foreseeable, typically occurring damages. To the extent that the liability for damages of the organizer is excluded or restricted, the participant also relieves the staff – employees and representatives, agents, servants, sponsors and individuals who provide or drive salvage, safety or rescue vessels or assist with their use – from the individual liability for damages, as well as also all other individuals who were instructed to act in connection with the realization of the event. The effective racing rules of World Sailing, Appendix B rated as class rules (as shown in the Sailing Instructions), the sailing instructions as well as the regulations of the Notice of Race are to be complied with and are expressly recognized. The German law shall prevail.

By participating in the event and signing this disclaimer competitors automatically grant to SAILING Champions League GmbH, International Sailing League Association, Konzeptwerft Holding GmbH (Marketing agency of SAILING Champions League GmbH), hosting club, event sponsors and partners, other media, the photographers and videographers the right in perpetuity to make, use and show, from time to time at their discretion, any photos and motion pictures and live, taped or filmed television and other reproductions of the sailor before, during and after the SAILING Champions League without compensation.

The granting of exploitation rights also applies to the area of all current and future technical media and facilities including multimedia applications (Internet, online services, etc.), live streaming (transmission at the time of recording), print media and other printed matter such as photobooks, calendars, flyers or similar for the marketing of the SAILING Champions League. The exploitation of the rights can also be carried out as part of a group marketing. This consent may be revoked at any time in writing with future effect. The revocation has to take place at the SAILING Champions League, Englische Planke 8, 20459 Hamburg, Germany. The image and video material is then removed from the corresponding online platforms. Artwork in print editions, as described above, will be removed in new editions, but old editions may still be used.

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contract of execution between these two parties, unless otherwise expressly stipulated in this invitation to tender.

The SAILING Champions League GmbH (data controller) in conjunction with Konzeptwerft Holding GmbH, Englische Panke 8, 20459 Hamburg, Germany herewith would like to explain to you, what personal information we collect about you with your entry and participation in the SAILING Champions League.

All data regarding participating athletes and their boats will be utilized and archived by us for the purpose of the sporting event. Personal information contains the participant's real name, date of birth, home club. In particular, results, calculatory and visual analyses, position monitoring and race analyses will be published with reference to the competitors' names and the SCL club's name. In order to achieve this, your data will be transferred to our service providers such as i.e. SAP SE and to such governing bodies like i.e. World Sailing, EUROSAF. It cannot be ruled out, that your data will be processed outside of the EU. Our service providers and governing bodies have been or will be committed by us, to exclusively use your data for the event and its preparation and post-processing, including ranking lists and global multi event scorecards. A commercial use of your data is prohibited. By entering in the SAILING Champions League competitors agree to receive event information from the hosting clubs. The use of your data is governed by German law, particularly by the General Data Protection Regulation. Details can be found in our data protection declaration on the homepage under: sailing-championsleague.com

I hereby declare that I read and approve the Disclaimer of Liability, Media Rights and the Privat Policy.

Club	
Date	
Name of skipper in capital letters	Signature
Name in capital letters	Signature
Name in capital letters	Signature
Name in capital letters	Signature
Name in capital letters	Signature





Appendix D: Declaration of consent

The following form have to be completed before racing if the participant is under 18 years of age.

Parental or Legal Guardian's Declaration

Club name					Abbreviation
SCL Qualifier	Palma	Po	orto Cervo	S	t. Petersburg
Full name of legal guardian/ parent					
	Legal guard	ian		Pa	arent
Address of legal guardian/	Street				
parent	ZIP code, city, country				
	Phone		E-mail		
	E-mail				
Contact of legal guardian/ parent	Mobile				
	Number to call/contact in an emergency case:				

I, being the parent or legal guardian of

Competitor's name:

Hereby confirm that the agreement below shall be binding for him/her. I further agree that he/she may compete in the races as specified in the Notice of Race and Sailing Instructions and understand and accept that under RRS Fundamental Rule 4, it is the sole responsibility of him/her to decide whether or not to start or to continue to race, and I consequently agree not to report to any court or tribunal with respect to such a decision and its consequences.

Agreement: Limitation of liability – cognovits clause. The responsibility for the decision of a skipper to participate in a race or to continue with it is solely with him/her; to that extent he/she also takes the responsibility for his/her crew. The skipper is responsible for the qualification and the correct nautical conduct of his/her crew as well as for the suitability and the transport-safe condition of the registered boat.

In cases of Force Majeure or on grounds of administrative orders of safety reasons, the organizer is entitled to make changes in the realization of the event or to cancel the event. In these cases there does not exist any liability for compensation of the organizer to the participant.





In case of violation of obligations that do not constitute primary respectively material contractual duties (cardinal obligations), the liability of the organizer, no matter because of which cause in law, for material and property damages of all kinds ad their consequences that arise to the participant during or in connection with the participant in the event resulting from a conduct of the organizer, his representatives, servants or agents, is restricted to damages that were caused wilfully or grossly negligent. When a violation of cardinal obligations occurs, in cases of simple negligence the liability for damages of the organizer is excluded or restricted, the participant also relieves the staff – employees and representatives, agents, servants, sponsors and individuals who provide or drive salvage, safety or rescue vessels or assist with their use – from the individual liability for damages, as well as also all other individuals who were instructed to act in connection with the realization of the event. The effective racing rules of World Sailing, Appendix B rated as class rules (as shown in the Sailing Instructions) and the sailing instructions are to be complied with and are expressly recognized. The German law shall prevail.

Signature _____

Date



