

Audi Sydney Offshore Newcastle Yacht Race 2010

Conditions of Entry

The owner/charterer:

- 1 acknowledges that this entry is made subject to the conditions set out in the Notice of Race, as it may be amended;
- 2 acknowledges that the Audi Sydney Offshore Newcastle Yacht Race 2010 will be governed by, and agrees that the boat is bound by, the rules and regulations specified in the Notice of Race and by the Notice of Race and Sailing Instructions, as they may be amended;
- 3 acknowledges and accepts the risks, including the risk of harm to persons, associated with:
 - (a) the perils of the sea;
 - (b) the seaworthiness or otherwise of any boat participating in the Audi Sydney Offshore Newcastle Yacht Race 2010;
 - (c) the participation, including negligent participation, by all persons in the Audi Sydney Offshore Newcastle Yacht Race 2010, including participation as skipper, crew person, official, race organiser or otherwise; and
 - (d) the defaults, acts and omissions, including negligent defaults, acts and omissions, of Cruising Yacht Club of Australia ("**CYCA**") and its officers, employees, agents, volunteers and members, and the crews of all boats;
- 4 acknowledges and accepts that CYCA:
 - (a) does not and cannot control, diminish or affect the perils of the sea;
 - (b) is not in a position to take precautions against the risk of harm to persons arising from the perils of the sea;
 - (c) is not in a position to provide advice, assistance or support to boats and crews during the course of the Audi Sydney Offshore Newcastle Yacht Race 2010;
 - (d) does not certify the seaworthiness or suitability to race of any boat;
- 5 agrees:
 - (a) to release, hold harmless and indemnify CYCA and Audi Australia Pty Ltd and their respective officers, employees, agents, volunteers and members from all liability any of those persons has to the owner/charterer or any crew member on the boat, or to any person claiming through or under any such person, arising from loss of life or injury to persons, or loss of or damage to property, howsoever caused, including by negligent act or omission, arising out of or relating to:
 - (i) participation by the boat or any other boat in the Audi Sydney Offshore Newcastle Yacht Race 2010;
 - (ii) the conduct or course of the Audi Sydney Offshore Newcastle Yacht Race 2010 in any respect including any act or omission (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; or
 - (iii) any of the matters referred to in paragraphs 3 and 4;
 - (b) that the benefit of paragraph 5(a) is held on trust by CYCA for Audi Australia Pty Ltd and for the respective officers, employees, agents, volunteers and members of CYCA and Audi Australia Pty Ltd;
 - (c) that participation by the boat and crew in the Audi Sydney Offshore Newcastle Yacht Race 2010 is agreed by CYCA on the basis that participation is entirely at the risk of the owner/charterer and each member of the crew on the boat and that CYCA is not responsible for the boat or its crew; and
 - (d) it is the sole and exclusive responsibility of each boat to decide whether to start or not to start the Audi Sydney Offshore Newcastle Yacht Race 2010 or, once having started, whether to continue to race;

6 acknowledges and agrees that the contract formed by the acceptance of this entry by CYCA is governed by the law of New South Wales and that any liability for harm to persons that results from breach of an express or implied warranty that the Audi Sydney Offshore Newcastle Yacht Race 2010 and all services relating thereto will be conducted or rendered with reasonable care and skill is excluded;

7 agrees that if the owner/charterer or any person on the owner's/charterer's behalf requests the Race Committee or any officer, employee or volunteer of CYCA to arrange for special assistance because the boat has become disabled, or for any other reason, then the owner/charterer indemnifies CYCA and its officers, employees and agents in respect of any liability, cost or expense which may thereby be incurred;

8 acknowledges that CYCA owns all media rights in the Audi Sydney Offshore Newcastle Yacht Race 2010 and grants CYCA, at no cost, the unconditional, perpetual right to publish and broadcast anywhere in the world, for any purpose and in any media, the names, images, likenesses and biographical information relating to the crew, and photographs, video footage and audio records taken of the boat and its crew prior to, during and after the race;

9 confirms that:

- (a) the information in or attached to this entry form (or referred to under "Attachments" below and already held by CYCA) is correct and up-to-date;
- (b) subject to the Notice of Race and the Sailing Instructions, CYCA will be advised immediately in writing, or by acknowledged facsimile or email, of any change to that information; and
- (c) no alteration likely to affect the rating/handicap/stability of the boat has been made since the boat was last measured/raced and that if any such alteration is made the CYCA will be notified immediately, in writing, or by acknowledged facsimile or email; and

..... Date:
Signature (Owner / Charterer / Attorney)