



GLADSTONE PORTS CORPORATION BRISBANE TO GLADSTONE YACHT RACE 2023

CONDITIONS OF ENTRY – SKIPPER'S DECLARATION

I am the owner/charterer of the above boat and have entered the boat in the Brisbane to Gladstone Yacht Race 2023 by way of an on-line entry and I:

1. Acknowledge that the entry is made subject to the conditions set out in the Notice of Race and Sailing Instructions, as they may be amended;
2. Acknowledge that the Brisbane to Gladstone Yacht Race 2023 will be governed by, and agrees that the boat is bound by, the rules and regulations specified in the Notice of Race, except as any of them are modified by the Notice of Race and Sailing Instructions, as they may be amended, and by the Notice of Race and Sailing Instructions;
3. Acknowledge and accept the risks, including the risk of harm to persons, associated with:
 - the perils of the sea;
 - the seaworthiness or otherwise of any boat participating in the Brisbane to Gladstone Yacht Race 2023;
 - the participation, including negligent participation, by all persons in the Brisbane to Gladstone Yacht Race 2023, including participation as skipper, crew person, official, race organiser or otherwise; and
 - the defaults, acts and omissions, including negligent defaults, acts and omissions, of Queensland Cruising Yacht Club Inc. ("QCYC") and its officers, employees, agents, volunteers and members, and the crews of all boats.
4. Acknowledge and accept that QCYC:
 - does not and cannot control, diminish or affect the perils of the sea;
 - is not in a position to take precautions against the risk of harm to persons arising from the perils of the sea;
 - is not in a position to provide advice, assistance or support to boats and crews during the course of the Brisbane to Gladstone Yacht Race 2023;
 - does not certify the seaworthiness or suitability to race of any boat;
5. Agree:
 - to release, hold harmless and indemnify QCYC, its officers, employees, agents, volunteers, members and Sponsors 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:
 - participation by the boat or any other boat in the Brisbane to Gladstone Yacht Race 2023;
 - the conduct or course of the Brisbane to Gladstone Yacht Race 2023 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
 - any of the matters referred to in paragraphs 3 and 4;

- that the benefit of paragraph 5-1 is held on trust by QCYC for its officers, employees, agents, volunteers and members and sponsors;
 - that participation by the boat and crew in the Brisbane to Gladstone Yacht Race 2023 is agreed by QCYC 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 QCYC is not responsible for the boat or its crew; and
 - it is the sole and exclusive responsibility of each boat to decide whether to start or not to start the Brisbane to Gladstone Yacht Race 2023 or, once having started, whether to continue to race.
6. Acknowledge and agree 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 QCYC to arrange for special assistance because the boat has become disabled, or for any other reason, then the owner/charterer indemnifies QCYC and its officers, employees and agents in respect of any liability, cost or expense which may thereby be incurred;
 7. Acknowledge and agree that in the course of given said assistance, should the yacht be damaged in any manner or to any extent by reason of such leading, towing or other assistance, or by reason of any failure or refusal to perform such leading, towing or other assistance, neither the boat, the owner thereof, or the owner/ charterer/ skipper and crew, nor any of them, shall have any liability or responsibility whatsoever to QCYC by reason of or as a result of such damage (including damage caused by negligence of any of them), and hereby waive and agree not to assert any claim therefore;
 8. Acknowledge and agree that the contract formed by the acceptance of this entry by QCYC is governed by the law of Queensland and that any liability for harm to persons that results from breach of an express or implied warranty that the Brisbane to Gladstone Yacht Race 2023 and all services relating thereto will be conducted or rendered with reasonable care and skill is excluded;
 9. Acknowledge that QCYC owns the registered trademark Brisbane to Gladstone Yacht Race® including all media rights in the Brisbane to Gladstone Yacht Race 2023 and grants QCYC and its sponsors, 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;
 10. Acknowledge that it is the owner/charterer/skipper of the yacht sole and inescapable responsibility to ensure that the yacht is fully sound, fit for purpose, thoroughly seaworthy and manned by a competent and experienced crew who are physically fit to face bad weather and is satisfied as to the soundness of hull, spars, rigging and sails;
 11. In the absence of myself or my representatives, we authorise QCYC, its officers and agents, to move and/or relocate the yacht whilst in the QCYC Marina and the Gladstone Ports Corporation Marina and Harbour whilst in Gladstone.
 12. Confirm that:
 - the information in the on-line entry form and documentation required to be lodged is correct and up-to-date;
 - subject to the Notice of Race and the Sailing Instructions, the QCYC will be advised immediately in writing, or by acknowledged facsimile or email, of any change to that information;
 - no alteration likely to affect the rating, handicap or stability of the boat has been made since the boat was last measured/raced and that if any such alteration is made the QCYC will be notified immediately, in writing, or by acknowledged facsimile or email.