

BRISBANE TO GLADSTONE YACHT RACE 2024

Incorporating the 2024 Brisbane to Gladstone Multihull Yacht Race

CREW DISCLAIMER FORM

The person/s who signs below:

- acknowledges that QCYC owns the registered trademark Brisbane to Gladstone Yacht Race B2G including all media rights in the Brisbane to Gladstone Yacht Race 2024 and may exercise those rights as it sees fit;
- concerning their involvement and participation in the Brisbane to Gladstone Yacht Race 2024 only, grants QCYC and each Sponsor, at no cost, the unconditional, perpetual right to publish and broadcast anywhere in the world, for any purpose and in any media, his or her name, image, likeness or biographical material, or any photograph, video footage or audio record taken of that person prior to, during or after the race;
- confirms that he or she is aware of Racing Rules of Sailing Fundamental Rule 3; acknowledges and accepts the risks (including the risk of harm to persons and property and the risks associated with the perils of the sea and the seaworthiness of any boat) associated with participation in the Brisbane to Gladstone Yacht Race and waives all rights against and releases QCYC Inc and each other party in respect of any loss of life or injury to persons, or loss of or damage to property, suffered in connection therewith;
- acknowledges that participation in the Brisbane to Gladstone Yacht Race 2024 by the boat and by each person that signs this form is agreed by QCYC on the basis of this disclaimer and acknowledgement and on the basis that participation is entirely at the risk and responsibility of each member of the crew and that QCYC and each other party are not responsible for any boat or its crew;
- acknowledges and agrees that this form and Annexure 'A' (available below) to these terms are subject to 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 2024 and all services relating thereto will be conducted or rendered with reasonable care and skill is excluded.

ANNEXURE "A"

- 1 Participation in this event, being an ocean yacht race is organised as a recreational activity planned to take place on the waters of Moreton Bay and the open ocean between Brisbane and Gladstone.
- 2 Confirms that he or she is aware that there are many obvious risks in taking part in this ocean yacht race and that he or she is satisfied that they have carefully considered such obvious risks and voluntarily accept the risk that flows from taking part in this yacht race.
- 3 Has confirmed that he or she has received and understood a risk warning provided to them by QCYC and agrees that the risk of something happening to them or other members of their crew or the vessel are obvious risks even though there may be a low probability of the risk occurring, and even if the risk, or a circumstance that gives rise to a risk, may not be prominent, conspicuous or physically observable.
- 4 Has decided to take part in this ocean yacht race based on their own reading of literature dealing with sailing in heavy weather and sailing in semi-tropical waters.
- 5 Confirms that they have not asked for or received any advice from or anyone acting on behalf of QCYC.
- 6 Waives any claim they may separately in the future have against, and release from all liability, and agree not to sue, QCYC, agents or representatives (staff) in respect of any personal injury, death, property damage, or loss sustained as a result of participation in this open ocean yacht race, due to any cause whatsoever, including, without any limitation, negligence on the part of QCYC or its staff, agents or representatives.
- 7 Agrees that if they as a crew member, suffers injury or illness of any kind whatsoever, the owner, charterer or skipper can, completely, at their cost, arrange medical treatment and emergency evacuation service, as the owner/charterer/skipper deems essential for his or her safety or for the safety of other participants in the adventure, trip, expedition and agrees to reimburse QCYC within 14 days for any expenses incurred as a result of the medical treatment and/or emergency evacuation services if any.
- 8 Each participant acknowledges that references in this form to 'Rules' are references to the safety requirements specified in the Brisbane to Gladstone Yacht Race NOTICE of RACE and they each certify that the safety equipment is properly maintained and stowed and separately affirms that they know where the

equipment is kept and how it is to be used. Each of us separately affirms that we know where the equipment is kept and how it is to be used.

- 9 Accepts that it is the sole and exclusive responsibility of each boat to decide whether or not to start in the race or, once having started, whether to continue to race.
- 10 Collectively and separately, accept full responsibility for any mishaps which might befall the boat and its crew during the race. We are aware that the Queensland Cruising Yacht Club does not accept any responsibility to us or our boat, nor do they accept responsibility of any kind for any third parties with whom we and/or the boat may become involved.
- 11 Equipment required to be kept on the vessel in accordance with of the NOTICE of RACE functions properly, is readily accessible and is of a type, size and capacity suitable and adequate for the race. He or she acknowledges that the race is a coastal passage race across open water where a high degree of self-sufficiency of boat and crew is required.
- 12 Agrees that the boat is self-righting and complies with the Stability requirements, is fit for purpose, strongly built, watertight and is capable of withstanding solid water and knock downs. It is properly rigged and ballasted.
- 13 Is satisfied that the boat carries on board:
 - Adequate tools for repairs at sea;
 - Spare parts to satisfy the requirements of a prudent owner/charterer/skipper and crew.
14. Is aware that Special Regulations recommend that a grab bag be carried on the boat containing the items named in Special Regulations Part 1 Section 4.20.1.
15. Grant permission to QCYC and its respective committees and staff to transmit any and all communication from or to our boat during the race relating to position reports and other information relating to the progress of the boat and welfare of the crew during the race.
16. Agree that the data we provide may be stored, to assist the running of this boat race for safety purposes.

BOAT NAME

SAIL NUMBER

CREW MEMBER NAME

CREW MEMBER SIGNATURE