

Ocean Race North

MAY 2015

NOTICE OF RACE

***May 22nd - Charleston, South Carolina to
Annapolis, MD***

1. ORGANIZATION

- 1.1 Ocean Race North is open to all Class 40 yachts and yachts that have a current ORR certificate, that upon being invited to participate, meet the requirements set forth herein by the Organizing Authority (OA).
- 1.2 Organizing Authority (OA) will be Manuka Sports Event Management, LLC
- 1.3 Ocean Race North will be an offshore race.

2. RULES

- 2.1 Ocean Race North will be governed by the *rules* as defined in the Racing Rules of Sailing (RRS) including the US Sailing Prescriptions.
- 2.2 Minimally, yachts shall comply with ISAF Offshore Special Regulations Category 2 for monohulls (OSR Cat 2).
- 2.3 Yachts sailed double-handed are permitted to use an energy source other than manual force for the operation of an automatic pilot. This changes RRS 52.
- 2.4 While *racing*, yachts are prohibited from accessing the event website for the purposes of observing tracking data of competitors. Violations of this will be considered a breach of RRS 41.
- 2.5 Where there is a conflict between this Notice of Race (NOR) and the Sailing Instructions (SIs), the SIs shall prevail. This changes RRS 63.7.
- 2.6 The official language is English. In the event of a conflict, the English version shall prevail.
- 2.7 All times stated are stated in Eastern Daylight Time.

3. ADVERTISING

- 3.1 Boats shall display advertising in accordance with ISAF Regulation 20- ISAF Advertising Code.
- 3.2 All yachts shall display advertising as directed by the OA for the duration of the event. When not racing, boats may be required to display a sponsorship flag in her foretriangle.
- 3.3 The OA may require that yachts display further advertising in designated areas of cabin tops and sails. This changes ISAF Regulation 20.4

4. ELIGIBILITY AND REGISTRATION

The event is open to invited yachts that comply with the Class40 measurement or hold a current ORR certificate with an ORR GPH less than (faster than) 652 using the 2014 ORR ratings. The 652 limit will be adjusted to reflect any changes in the ORR ratings for the 2015 version of the rule. Requests for invitation can be made by contacting the OA.

- 4.1 Entry to the event can be made by completing the registration form online and submitting appropriate payment to the OA.

- 4.2 **ENTRY FEE:** All entries are subject to a non-refundable \$750 fee. Any entry received after March 9, 2014 will be subject to a non-refundable late fee of \$300.
- 4.3 **AGE REQUIREMENTS:** Participants must be at least 18 years of age as of May 9, 2015.
- 4.4 **CREW LIMITS:**
- **Class 40:** Two (2) persons
 - **Class ORR:** as per certificate
- 4.5 Each crewmember sailing a Class 40 and 30% of an ORR crew must supply the OA with the following documents:
- A sea survival training certificate dating back to within the past 5 years
 - A current Senior First Aid Certificate or equivalent.
- 4.6 An insurance certificate for the boat must be supplied with coverage limits recommended as set forth in Appendix A of this NOR **OR** competitor must sign a waiver acknowledging they do not meet required coverage limits.
- 4.7 The OA may, at their discretion, place an observer, guest, or media crewmember onboard a competing yacht.

5. SCHEDULE

- 5.1 Please see Documents section of website for more details

May 20: Skippers party

May 21: Skippers' Meeting- Offshore Leg 1

May 22(1400): Warning Signal

May 24 – 25: Arrival of boats in Annapolis

May 25: Closing ceremonies following the conclusion of racing

- 5.2 The above program may be modified according to weather conditions and/or other unforeseen circumstances.

6. MEASUREMENT AND SAFETY INSPECTION

- 6.1 All participating yachts are required to submit a Class40 measurement certificate or ORR measurement certificate prior to May 1, 2015.
- 6.2 The Race Committee reserves the right to measure any equipment and/or sail at any time during the event regardless of whether it has been previously measured.
- 6.3 In addition to the requirements of OSR Cat 2, the following equipment is required for participation in the offshore stage only:
- A dual frequency, long-life Sarsat-CospasEPIRB (121.5 Mhz and 406 Mhz) lasting a minimum of 48 hours.

- 6.4 Competing boats may be inspected at any time to ensure compliance with event rules and requirements.
- 6.5 Class 40 Competitors shall declare in writing their chosen sail inventory, in compliance with class rules, for the entirety of the event.

7. SAILING INSTRUCTIONS

- 7.1 Sailing Instructions for Offshore Leg 1 will be made available by May 5, 2015 in the Documents Section of the website and for each additional leg upon arrival at each port.

8. COURSE

- 8.1 Offshore Leg 1- Charleston to The Chesapeake Bay

Class 40:

Start: In the vicinity of tidewater reach, Charleston, SC

Finish: The finish line will be a transit of 270 degrees magnetic from RW(HI) Mo (A) WHIS (38, 18.67N – 78,10.67W). Boats must finish to the west of RW(HI). Yachts will record their finish time on the official declaration sheet and as soon as reasonable notify the race committee that they have finished.

Distance: Approximately 473 nautical miles.

ORR Class:

Start: In the vicinity of tidewater reach, Charleston, SC

Finish: The finish line is a transit of 270 degrees magnetic from R(2) FI R 2.5s (38, 56.50N – 76,25.48W) . Boats must finish to the west of R (2). Yachts will record their finish time on the official declaration sheet and as soon as reasonable notify the race committee that they have finished. The race committee may have a vessel stationed on the finish line to assist in the finishing procedure.

Distance: Approximately 512 nautical miles.

9. PENALTY SYSTEM

- 9.1 Violations of NOR Section 3, 6, 12, and 13, may only be subject to protest initiated by the Race Committee or the OA. This changes RRS 60.1.
- 9.2 The penalty, if any, for an infringement of the *rules* shall be at the sole discretion of the Protest Committee and may be other than disqualification. This changes RRS 64.1.
- 9.3 Violations of NOR Sections 14 and 15 will be subject to penalty in the form of deduction of race points at the discretion of the OA.

10. SCORING

11. The "Low Point" scoring system as defined in RRS Appendix A shall be used for Class 40's. The ORR entries will be scored with General Purpose TOT ratings issued by US Sailing.

12. POSITIONING AND ROUTING

- 12.1 The Yellow Brick system will be used for tracking of the boats. Tracking equipment will be supplied and commissioned by the OA. Any equipment provided shall remain the responsibility of the yacht owner and/or skipper for the duration of the race.

13. COMMUNICATIONS

- 13.1 A boat will not be allowed to start an offshore leg unless the following equipment is installed properly to the satisfaction of the OA:
- A satellite telephone with an external aerial.
 - A minimum of a 25 watt 56 channel VHF in accordance with OSR (3.29.1 b).

14. OBLIGATIONS OF PRESENCE

- 14.1 The person in charge and the 2nd person in charge shall be present:
- At official briefings
 - At official prize ceremony
- 14.2 Each skipper may be requested to keep a blog. Specific instructions for chosen skippers will be provided upon receipt of entry.
- 14.3 Each boat may be filmed while *racing* and crews may be requested to participate in interviews asked for by the video production crew.
- 14.4 The event will be run with the intent of adhering to Sailors For The Sea's, guidelines for Clean Regattas. Skipper's cooperation to implement the Clean Regattas guidelines is required.

15. ENVIRONMENTAL INITIATIVES

- 15.1 Competitors are encouraged to utilize alternative energy sources for the powering of their boat. Competitors may be required to place sponsor advertising on any alternative energy source equipment.
- 15.2 All competitors shall have aboard zero single-use water bottles during the event and will be requested to separate trash and recycling via provided bags. Efforts shall be made to use recycled paper products.
- 15.3 All cleaning products used aboard shall be "eco-friendly." Those competitors who may be unaware as to the "eco-friendly" nature of their personally chosen products are requested to contact the OA for verification.
- 15.4 Competitors shall discharge zero refuse or waste material into the water.

16. MEDIA CREW MEMBERS

16.1 Yachts may be required to carry a Media Crew Member at the request of the OA.

17. EAST COAST OCEAN SERIES

17.1 For entered yachts, a yacht's score will count towards the East Coast Ocean Series

18. DISCLAIMER OF LIABILITY

18.1 Competitors participate in this regatta entirely at their own risk and are reminded to pay special attention to RRS 4, Decision to Race. The race organizers including Manuka Sports Event Management, Race Committee, sponsors, volunteers, or any other affiliated organization or official will not be responsible for damage to any boat or other property or the injury to any competitor, including death, sustained as a result of participation in this event. By participating in this event, each competitor agrees to release the race organizers from any and all liability associated with such competitor's participation before and during this event in both on the water and shore side activities to the fullest extent permitted by law.

19. USE OF RIGHTS

19.1 The owner and crew of the boat and any possible sponsor, by the sole fact of their participation, agrees that the organizer can use, for promotional purposes or other, any text, photo, video and/or audio footage relating to their participation in the event to be published or broadcast via the press, television or internet in perpetuity.

20. CONTACTS

Organizing Authority: Manuka Sports Event Management

Race Director: Hugh Piggin

23 Johnnycake Hill

Middletown, RI 02842

Tel: 401-662-9261

Email: hugh@manukasem.com

Website: <http://oceanracenorth.com>

Appendix A

INSURANCE

- 1.1. Casualty Insurance: Prior to commencement of the race, any operations by or on behalf of the Participant relating to the race, and with respect to any and all such operations, the Participant shall, at its sole expense, procure and maintain in force and provide to Manuka, Certificates of Insurance and, at Manuka's request, certified copies of policies, evidencing issuance of the following forms of insurance in companies and amounts of deductibles, if any, acceptable to Manuka. Certificates of Insurance shall provide that there will be no cancellation or reduction of coverage without thirty (30) days prior written notice to Manuka.
- 1.2. Workers' Compensation and Employers' Liability Insurance: Workers' Compensation insurance shall be provided as required by any applicable law or regulation. Employers' Liability insurance shall be provided in amounts not less than:

\$1,000,000 each accident for bodily injury by accident;

\$1,000,000 policy limit for bodily injury by disease;

\$1,000,000 each employee for bodily injury by disease.

If there is an exposure of injury to the Participant's employees under the U.S. Longshoremen's and Harbor Workers' Compensation Act, the Jones Act or under laws, regulations or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

If participant elects to not provide worker's compensation and employer's liability insurance, when applicable, the participant must provide written notice holding Manuka harmless of any liability assumed.

- 1.3. General Liability Insurance: Participant shall carry Commercial General Liability insurance covering all operations by or on behalf of the Participant providing insurance for bodily injury liability and property damage liability for limits of liability not less than those indicated below and including coverage for:
 - (.1) premises and operations;
 - (.2) contractual liability insuring the obligations assumed by Participant in this Agreement;
 - (.3) broad form property damage
 - (.4) personal injury liability; and
 - (.5) liability which Participant may incur as a result of operations, acts or omissions of its suppliers or materialmen, and their agents or employees.

The minimum limits of liability are:

\$1,000,000 each occurrence (combined single limit for bodily injury and property damage);

\$1,000,000 for personal injury liability;

\$2,000,000 general aggregate.

If the policy does not have an endorsement providing that the general aggregate limit applies separately to the Race, or if defense costs are included in the general aggregate limit, then the required aggregate limit shall be **\$2,000,000**.

- 1.4. All insurance required under this Contract shall contain a waiver of subrogation as to Manuka and the Owner and their directors, officers and employees. **Manuka and their directors, officers and employees shall be named as additional insureds, via endorsement, on each policy required under this Contract and any Excess General Liability policies held by Participant. Each policy shall stipulate that the insurance afforded to the additional insureds shall apply as primary insurance and that any other insurance carried by Manuka, or their directors, officers or employees will be excess only and will not contribute to the primary insurance.**
- 1.5. The required insurance under this Section 1 shall be subject to the approval of Manuka, but any acceptance of insurance certificates by Manuka shall in no way limit or relieve the Participant of its duties and responsibilities under this Contract. If higher limits or other forms of insurance are required in the Contract Documents, the Participant shall comply with such requirements.
- 1.6. Manuka may take such steps as are necessary to assure the Participant's compliance with its obligations under this Section 1. In the event the Participant fails to maintain any insurance coverage required under this Contract, Manuka may maintain such coverage and charge the expense to the Participant, or terminate this Contract.
- 1.7. Failure of Manuka to enforce in a timely manner any of the provisions of this Section 1 shall not act as a waiver to enforcement of any of these provisions at a later date in the performance of this Contract. Any exceptions to the provisions of this Section 1 must be delineated in this Contract.
- 1.8. All insurance must be placed with an insurance company rated by A.M. Best as "A" or better with deductibles or Self-Insured Retentions (SIR) may not exceed \$10,000 without prior Risk Management approval.