



MAY 2016

**NOTICE OF RACE**

***May 26<sup>th</sup> - 28<sup>th</sup> - Charleston, South Carolina***

***June 2<sup>nd</sup> - 4<sup>th</sup> - New York, New York***

***June 9<sup>th</sup> - 11<sup>th</sup> - Portland, Maine***

**[www.atlanticcup.org](http://www.atlanticcup.org)**

## **1. ORGANIZATION**

- 1.1 The Atlantic Cup is open to all Class 40 yachts that, upon being invited to participate, meet the requirements set forth herein by the Organizing Authority (OA).
- 1.2 The Organizing Authority (OA) will be Manuka Sports Event Management, LLC
- 1.3 The Atlantic Cup will consist of a combination of offshore and inshore/coastal races.

## **2. RULES**

- 2.1 The Atlantic Cup 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) for the offshore stages and OSR Cat 5 for the inshore portion of the event.
- 2.3 The yachts 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 via satellite for the purposes of observing real time 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, this 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 will display sponsorship flags 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**

- 4.1 The event is open to invited yachts that comply with the Class40 measurement. Requests for invitation can be made by contacting the OA.
- 4.2 Entry to the event can be made by completing the registration form online and submitting appropriate payment to the OA.
- 4.3 **ENTRY FEE:** All entries are subject to a non-refundable \$2000 fee. Any entry received after February 1, 2016 will be subject to a non-refundable late fee of \$500.

**4.4 AGE REQUIREMENTS:** Participants must be at least 18 years of age as of May 26, 2016.

**4.5 CREW LIMITS:**

- **Offshore Stages:** Two (2) persons

- **Inshore Stage:** Six (6) persons

4.6 Each crewmember sailing the offshore stage must satisfy the OA of their ability to sail offshore and provide a current Senior First Aid Certificate or equivalent.

4.7 Substitution of competitors will be allowed with prior written approval of the Race Director.

4.8 An insurance certificate for the boat must be supplied with coverage limits recommended as set forth in Appendix A of this NOR.

4.9 The OA may, at their discretion, place an observer, guest, or media crewmember onboard a competing yacht.

**5. SCHEDULE**

5.1 Please see Competitor's section of website for more details

- Charleston – May 26<sup>th</sup> – Kids Day
- Charleston – May 26<sup>th</sup> or 27<sup>th</sup> – Start Party
- Charleston – May 26<sup>th</sup> – Skipper Meeting
- Charleston – May 28<sup>th</sup> – Leg 1 Race Start
  
- New York – June 2<sup>nd</sup> – Kids Day
- New York – June 2<sup>nd</sup> – Living on the Edge 3.0
- New York – June 3<sup>rd</sup> – Skipper Meeting
- New York – June 3<sup>rd</sup> – Pro-Am
- New York – June 3<sup>rd</sup> – Pro-Am Cocktail Party
- New York – June 4<sup>th</sup> – Leg 2 Race Start
  
- Portland – June 9<sup>th</sup> – Kids Day
- Portland – June 9<sup>th</sup> – Skipper Meeting
- Portland – June 10<sup>th</sup> & 11<sup>th</sup> – Race Village Open
- Portland – June 10<sup>th</sup> – Inshore Racing & Skipper Party
- Portland – June 11<sup>th</sup> – Inshore Racing & Prize Giving Party

5.2 The Race Committee intends to run as many races as practicable on each of the inshore race days with a maximum of 5 races for the inshore series.

5.3 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 prior to May 1, 2016.

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.

6.6 Competitors shall declare in writing their chosen sail inventory, in compliance with class rules, for the entirety of the event. Sails may not be added or replaced between stages without prior written permission of the race director.

## **7. SAILING INSTRUCTIONS**

7.1 Sailing Instructions for Offshore Leg 1 will be made available by May 23, 2016 in the Competitor's Section of the website and for each additional leg upon arrival at each port.

## **8. COURSE**

8.1 Offshore Leg 1- Charleston to New York

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

Finish: In the vicinity of the Battery, New York City, NY

Distance: Approximately 645 miles

8.2 Offshore Leg 2- New York to Portland

Start: In the vicinity of the Battery, New York City, NY

Waypoint 1: Davis South Shoal at 40 56' 00N, 69 44' 00W, Port.

Finish: In the vicinity of Portland harbor.

Specific finish line location will be listed in the Sailing Instructions.

Distance: Approximately 360 miles

8.3 The inshore stage will consist of a maximum of 5 races, which may be windward-leeward buoy courses, coastal courses, or a combination of both.

8.4 Specific course details will be supplied in the SIs.

## **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**

- 10.1 RRS Appendix A is modified so that the event is scored as defined in this section via a "High Point" scoring system.
- 10.2 Unless disqualified or retiring after finishing, individual race scores will be based upon the number of entrants ("N") having met all the requirements set forth in this NOR. First place will be awarded points equal to N and subsequent scores defined as follows:
- Second Place: N minus 1
  - Third Place: N minus 2
  - Fourth Place: N minus 3
  - Each Subsequent Place: Subtract 1 point
- 10.3 For offshore legs 1 and 2, points awarded will be weighted by a factor of two. For each inshore race, points awarded will be weighted by a factor of one.
- 10.4 Each boat's series score shall be the sum of points earned in both offshore legs plus points earned from the inshore races as described herein. The inshore series shall consist of a maximum of five races. Should four or less inshore races be completed, all inshore races shall count towards a boat's series score. If five inshore races are completed, a boat's series score shall consist of only a boat's best four inshore races. At the conclusion of the event, the boat with the highest total score shall be declared the winner.
- 10.5 If there is a series score tie between two or more boats, the tie shall be broken in favor of the boat with the most points earned amongst the two offshore legs. This changes RRS A8.1. If a tie remains, the tie shall be broken in accordance with RRS A8.2.

## **11. PRIZES**

### **11.1 Cash prizes will be awarded as follows:**

#### **Leg One: Charleston to New York City**

- 1<sup>st</sup> place - \$ 2,100.00
- 2<sup>nd</sup> place - \$ 1,600.00
- 3<sup>rd</sup> place - \$ 1,100.00
- 4<sup>th</sup> place - \$ 700.00
- 5<sup>th</sup> place - \$ 500.00

#### **Leg Two: New York City to Portland**

- 1<sup>st</sup> place - \$ 2,100.00
- 2<sup>nd</sup> place - \$ 1,600.00
- 3<sup>rd</sup> place - \$ 1,100.00
- 4<sup>th</sup> place - \$ 700.00
- 5<sup>th</sup> place - \$ 500.00

#### **Leg Three: Inshore Series**

- 1<sup>st</sup> place - \$ 2,000.00
- 2<sup>nd</sup> place - \$ 1,500.00
- 3<sup>rd</sup> place - \$ 1,000.00
- 4<sup>th</sup> place - \$ 500.00
- 5<sup>th</sup> place - \$ 500.00

Overall performance by a boat first issued a Class 40 certificate before January 1<sup>st</sup> 2009 and without significant modification as deemed by the OA.

- 1<sup>st</sup> place - \$ 1,000.00
- 2<sup>nd</sup> place - \$ 600.00
- 3<sup>rd</sup> place - \$ 400.00

## **12. POSITIONING AND ROUTING**

12.1 Satellite tracking 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 During each offshore leg, competitors shall provide the OA a position and status report every 6 hours by telephone or email starting 1800 hours on the day of the start.

13.2 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 system of satellite telephone with a fixed 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 skipper and co-skipper shall be present:

- At official briefings
- At official hospitality events
- At all press conferences
- At scheduled school visits
- At official prize ceremony in Newport

14.2 Each skipper may be requested to make a sponsor appearance outside of The Atlantic Cup race dates.

14.3 Each skipper may be requested to keep a blog. Specific instructions for chosen skippers will be provided upon receipt of entry.

14.4 Each boat will be filmed while *racing* and crews will be requested to participate in interviews asked for by the video production crew.

## **15. ENVIRONMENTAL SUSTAINABILITY**

15.1 The event will be run with the intent of adhering to The Atlantic Cup's Sustainability Plan. Skipper's cooperation to implement the Sustainability Plan is required.

15.2 Competitors are required 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.

15.3 All competitors shall have aboard zero single-use water bottles during the event.

15.4 All competitors will be required to separate trash and recycling via provided bags.

- 15.5 All competitors will be requested to use recycled paper products.
- 15.6 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.
- 15.7 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. DISCLAIMER OF LIABILITY**

- 17.1 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.

## **18. USE OF RIGHTS**

- 18.1 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.

## **19. CONTACTS Organizing Authority: Manuka Sports Event Management**

**Race Director: Hugh Piggin** 11 Touro Street, Suite B Newport, RI 02840

Tel: 401-662-9261

Email: [hugh@manukasem.com](mailto:hugh@manukasem.com)

Website: [www.AtlanticCup.org](http://www.AtlanticCup.org)

### **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 the 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.