



NOTICE OF RACE

May 25 – June 7, 2024

**CHARLESTON
NEWPORT
PORTLAND**

1. ORGANIZATION

- 1.1 The Atlantic Cup is open to all Class40 yachts that, upon applying and 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 coastal races.

2. RULES

- 2.1 The Atlantic Cup will be governed by the *rules* as defined in the 2021-2024 Racing Rules of Sailing (RRS) including the US Sailing Prescriptions.
- 2.2 The most recent edition of the Class 40, class Rules.
- 2.3 Minimally, yachts shall comply with the current World Sailings' Offshore Special Regulations Category 2 for monohulls (OSR Cat 2) and the rules of the Class40.
- 2.4 The yachts are permitted to use an energy source other than manual force for the operation of an automatic pilot. This changes RRS 52.
- 2.5 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. In the event of a conflict between Class Rules, the French 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 hull, cabin tops, boom 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, or at <https://www.atlanticcup.org/skippers>
- 4.2 Request for entry to the event can be made by completing the registration form at <https://www.atlanticcup.org/skippers> and submitting appropriate payment to the OA.
- 4.3 **ENTRY FEE:** All entries are subject to a non-refundable \$3400 fee. Any entry received after March 1, 2024 will be subject to a non-refundable late fee of \$500. Entry fees are non-refundable after March 1, 2024.

- 4.4 **AGE REQUIREMENTS:** Participants must be at least 18 years of age as of May 25th, 2024.
- 4.5 **CREW LIMITS:** • All Stages: Two (2) 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 Each participant shall complete all waivers and legal documents as requested by the OA.
- 4.10 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

- May 22 & 23 Compliance checks & seal placement
- May 23 Charleston — Start Party
- May 24 Charleston — Skipper Meeting
- May 25 Charleston — Leg 1 Race Start

- May 29 Newport — Leg 1 Finish
- June 1 Newport — Race Start

- June 3 Portland — Leg 2 Finish
- June 6 Portland — Coastal leg 1 & Skipper Party
- June 7 Portland — Coastal leg 2 & Prize Giving Party

5.2 The Race Committee intends to run one race on each of the coastal race days. The race committee may run two races on one day depending on weather conditions.

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

6. MEASUREMENT AND INSPECTION

6.1 All participating yachts are required to submit a Class40 measurement certificate prior to May 1, 2024.

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 21, 2022 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 Newport
Start: In the vicinity of tidewater reach, Charleston, SC
Finish: In the vicinity of Fort Adams, Newport, RI
Distance: Approximately 708 nautical miles
- 8.2 Offshore Leg 2- Newport to Portland
Start: In the vicinity of Fort Adams, Newport, RI
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 249 miles
- 8.3 The Coastal stage will consist of a maximum of 2 races, which will be coastal courses. One coastal race will constitute a series.
- 8.4 Specific course details will be supplied in the SIs.

9. PENALTY SYSTEM

- 9.1 Violations of NOR Section 3: Advertising, 6: Measurement and safety inspection, 12: Positioning and Routing **and** 13: Communications, 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: Obligation of Presence and 15: Environmental Sustainability, 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 “Low Point” scoring system will be used.
- 10.2 Points will be awarded for Legs 1 & 2 and the costal series.
- 10.3 For offshore legs 1 and 2, points awarded will be weighted by a factor of one.
- 10.4 Leg points for the coastal series will be awarded by averaging a boats finishing position in the coastal series, using the low point system in 10.1. The coastal series is therefore equal in score to one offshore leg.
- 10.5 Each boat’s overall score shall be the sum of points earned in both Offshore Legs plus points earned from the Costal Series as described herein. At the conclusion of the event, the boat with the lowest total score shall be declared the winner.
- 10.6 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 in 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 Awards for 1st, 2nd and 3rd places will be issued for the overall fleet and 1st, 2nd and 3rd for boats with a bow number less 157.

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. Equipment provided shall be the responsibility of the yacht owner and/or skipper for the duration of the event. Skippers will be financially responsible for any lost or damaged equipment.

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 Portland, Maine

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

14.3 Each skipper may be required 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 required to participate in interviews asked for by media 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.

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16. 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

Tel: +1 401-662-9261

Email: hugh@manukasem.com

Or

Julianna Barbieri

Tel: +1 917-693-1656

Email: Julianna@manukasem.com

Website: 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.