



# THE ATLANTIC CUP

MAY 2013

## NOTICE OF RACE

*May 11<sup>th</sup> - Charleston, South Carolina*

*May 18<sup>th</sup> - New York, New York*

*May 25<sup>th</sup> -26<sup>th</sup> - Newport, Rhode Island*

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

## 1. ORGANIZATION

- 1.1 The Atlantic Cup is open to all Class 40 yachts who, 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 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 are highly encouraged to display a sponsorship flag in her foretriangle.
- 3.3 The OA may request that yachts display further advertising in designated areas of cabin tops and sails.

## 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 \$1500 fee. Any entry received after February 10, 2012 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 11, 2012.
- 4.5 **CREW LIMITS:**

- **Offshore Stage:** Two (2) persons
  - **Inshore Stage:** Six (6) persons
- 4.6 Each crewmember sailing the offshore stage must supply the OA with the following documents:
- An ISAF sea survival training certificate dating back to within the past 5 years
  - A current Senior First Aid Certificate or equivalent.
- 4.7 Substitution of competitors will not be allowed without prior written approval of the Race Director.
- 4.8 An insurance certificate for the boat must be supplied in adherence of 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

May 5 - 10: Arrival of boats in Charleston, South Carolina  
 May 10: Skippers' Meeting- Offshore Leg 1  
 May 11 (1400): Warning Signal Offshore Leg 1- Charleston to New York  
 May 14 - 15: Arrival of boats in New York  
 May 17: Skippers' Meeting- Offshore Leg 2  
 May 17: Pro-Am race(s) in New York  
 May 18 (1400): Warning Signal Offshore Leg 2- New York to Newport  
 May 19 – 20: Arrival of boats in Newport  
 May 24: Skippers' Meeting- Inshore Series  
 May 25: Inshore/coastal racing day 1  
 May 26: Inshore/coastal racing day 2  
 May 26: Closing ceremonies following the conclusion of racing

- 5.2 The Race Committee intends to run as many races as practicable on each of the inshore race days with a maximum of six 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, 2013.
- 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 safety 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 will be inspected to ensure class compliance prior to the start of offshore leg #1. Standing rigging (including headstays) shall not be adjusted for the duration of the event without prior written permission of the OA.
- 6.5 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 removed between stages without prior written permission.

## **7. SAILING INSTRUCTIONS**

- 7.1 Sailing Instructions for Offshore Leg 1 will be made available by May 5, 2013 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 the area south G37, Charleston, SC

Mark 1: Leave R4 in Charleston Harbor to port

Finish: In the vicinity of the Manhattan Sailing Club, New York City, NY

Distance: Approximately 645 miles

- 8.2 Offshore Leg 2- New York to Newport

Start: In the vicinity of the Manhattan Sailing Club, New York City, NY

Mark1: Leave Mo(A) RW "BI" off Barnegat Inlet, New Jersey to port

Finish: In the vicinity of Fort Adams, Newport, RI

Distance: Approximately 260 miles

- 8.3 The inshore stage will consist of a maximum of six 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, 13, 14. and 15 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.

## **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 to the first eight places overall.

## **12. POSITIONING AND ROUTING**

- 12.1 The ION Earth 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. RADIO COMMUNICATIONS**

- 13.1 During each offshore leg, competitors shall provide the OA a position and status report every 6

hours by telephone 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 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.
- 14.5 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 highly recommended to utilize hydro generators or other alternative energy sources for the powering of their boat. Competitors may be asked 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.

#### **16. DISCLAIMER OF LIABILITY**

- 16.1 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 shoreside activities to the fullest extent permitted by law.

**17. USE OF RIGHTS**

- 17.1 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.

**18. CONTACTS**

**Organizing Authority: Manuka Sports Event Management**

**Race Director: Hugh Piggin**

14 Bedlow Avenue

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.