

ADDENDUM A (RYA)

The RYA recommends that paragraph 20 (Disclaimer of Liability) of Appendix K and paragraph 29 (Disclaimer of Liability) of Appendix L each are replaced with an appropriate "Risk Statement". An example Risk Statement is set out below. This Addendum also includes additional clauses that are recommended for inclusion in the Notice of Race.

Before using these clauses, race organisers are recommended to: conduct a risk assessment for the event; consider whether appropriate safety measures have been taken; consider whether competitors' attention needs to be drawn to any specific rules and information (e.g. by preparing a safety plan for the event and referencing this in the Sailing Instructions) and consider whether the suggested clauses are right for the event or need to be modified. The RYA provides guidance on the legal aspects of race, training and event management which is available to affiliated clubs, recognised training centres and members.

It is possible that, for some events, a more comprehensive set of race terms and conditions than those set out in the model Notice of Race in Appendix K and in this Addendum would be appropriate. Such race terms and conditions are outside the scope of this Addendum.

RISK STATEMENT

Rule 4 of the Racing Rules of Sailing states: "The responsibility for a boat's decision to participate in a race or to continue racing is hers alone."

Sailing is by its nature an unpredictable sport and therefore inherently involves an element of risk. By taking part in the event, each competitor agrees and acknowledges that:

- (a) They are aware of the inherent element of risk involved in the sport and accept responsibility for the exposure of themselves, their crew and their boat to such inherent risk whilst taking part in the event;
- (b) They are responsible for the safety of themselves, their crew, their boat and their other property whether afloat or ashore;
- (c) They accept responsibility for any injury, damage or loss to the extent caused by their own actions or omissions;
- (d) Their boat is in good order, equipped to sail in the event and they are fit to participate;

- (e) The provision of a race management team, patrol boats and other officials and volunteers by the event organiser does not relieve them of their own responsibilities;
- (f) The provision of patrol boat cover is limited to such assistance, particularly in extreme weather conditions, as can be practically provided in the circumstances;
- (g) It is their responsibility to familiarise themselves with any risks specific to this venue or this event drawn to their attention in any rules and information produced for the venue or event and to attend any safety briefing held for the event;
- (h) *[[For offshore races]* They are responsible for ensuring that their boat is equipped and seaworthy so as to be able to face extremes of weather; that there is a crew sufficient in number, experience and fitness to withstand such weather; and that the safety equipment is properly maintained, stowed and in date and is familiar to the crew]; and
- (i) *[[If not covered elsewhere in the Notice of Race]* Their boat is adequately insured, with cover of at least [£#] against third party claims].

INSPECTIONS

The fact that race officials may conduct inspections of a boat does not reduce the responsibilities of each competitor set out in this Notice of Race.

DECLARATION

(To be contained in the entry form immediately above the signature of the competitor)

I agree to be bound by the Racing Rules of Sailing and all other rules that govern this event. In particular, I confirm that I have read the Notice of Race and accept its provisions and agree that my boat will conform to the requirements set out in the Notice of Race throughout the event.