



# 2022 CORK Fall Regatta Viper 640 Canadian Championships

Organizing Authority: CORK/Sail Kingston

September 16-18, 2022  
Portsmouth Olympic Harbour  
Kingston, Ontario, Canada

## Notice of Race (NoR)

### 2022-09-12 Amended NoR 10.3

The notation '[NP]' in a rule means that a boat may not protest another boat for breaking that rule. This changes RRS 60.1(a).

#### 1 RULES

- 1.1 The regatta will be governed by the rules as defined in The Racing Rules of Sailing.
- 1.2 [DP] RRS 40.1 applies and is amended so that it applies at all times while afloat.
- 1.3 The following national prescription may require advance preparation:  
*RRS 46 – Person in Charge – Sail Canada prescribes that the designated person in charge, if resident in Canada, shall be a member of Sail Canada through either a club affiliated to Sail Canada or such person's Provincial Sailing Association.*
- 1.4 RRS Appendix T "Arbitration" will apply.
- 1.5 The Sail Canada Prescriptions can be found at [https://sailing.ca/uploads/2020/10/Sail-Canada-Prescriptions-to-the-RRS\\_2021-2024.pdf](https://sailing.ca/uploads/2020/10/Sail-Canada-Prescriptions-to-the-RRS_2021-2024.pdf)
- 1.6 [DP] Protocols related to COVID-19 may be published at any time, state when they will take effect, and will state if they have the status of a rule.
- 1.7 The CORK code of conduct applies <http://www.cork.org/wp-content/uploads/2021/06/CODE-OF-CONDUCT-v21.02.05.pdf>

#### 2 SAILING INSTRUCTIONS

- 2.1 The sailing instructions will consist of the instructions in RRS Appendix S, Standard Sailing Instructions, and supplementary sailing instructions (SSI) that will be on the online official notice board.

#### 3 COMMUNICATION

- 3.1 The online official notice board is located at:  
<https://www.racingrulesofsailing.org/documents/4433/event?name=2022-cork-fall-regatta-ilca-4-ilca-6-ilca-7-29er-and-viper-640-canadian-championships>
- 3.2 [DP] While racing, except in an emergency, a boat shall not make voice or data transmissions and shall not receive voice or data communication that is not available to all boats.

#### 4 ELIGIBILITY AND ENTRY

- 4.1 The regatta is open to boats of the Viper 640 class.
- 4.2 Eligible boats may enter by completing the online form and submitting it through the event website [www.cork.org](http://www.cork.org)
- 4.3 A boat that sails with a sail number she is not registered with or received permission from the race committee to sail with will receive a 10% scoring penalty.
- 4.4 To complete the entry process, participants must complete the attached checklist (Appendix 3)
- 4.5 COVID-19 restrictions and requirements may be amended prior to the event as required by Public Health and the City of Kingston.

#### 5 FEES AND REFUNDS

Date	Fees
Completed entry form and entry fee received <b>on or before August 29, 2022</b>	<b>CAD \$324.00 + 13% HST</b>
<b>After August 29, 2022</b>	<b>CAD \$405.00 + 13% HST</b>

- 5.1 The competitor entry fee covers racing, site use from September 16 – 18, 2022, and a regatta souvenir.
- 5.2 Support personnel are required to be registered online. Coaches are required to be registered online with fee paid prior to the event to be eligible to coach. Coaches fees cover site use from September 16 – 18, 2022 and regatta souvenir.
- 5.3 In the case of event cancellation or postponement by CORK, all fees except for bank charges will be refunded.
- 5.4 All fees except for bank charges will be refunded to boats that cancel prior to September 9, 2022.

#### 6 [DP] ADVERTISING

- 6.1 Boats may be required to display advertising chosen and supplied by the organizing authority. If this rule is broken, World Sailing Regulation 20.9.2 applies.

#### 7 SCHEDULE

Date	Time	Event
Friday, September 16	1500 - 2000	Competitor and Coach Registration and check-in at POH (CORK registration desk in Sailroom).
		Venue will open for competitors. An earlier arrival must be coordinated with the City of Kingston Marina office and may be subject to a daily fee.  Note: please contact <a href="mailto:office@cork.org">office@cork.org</a> if you require an exception for registration time.
Saturday, September 17	1015	Competitors meeting
	1200	Warning signal of first race of the day (4 races scheduled)
Sunday, September 18	0915	Competitors meeting
	1100	Warning signal of first race of the day (3 races scheduled)
	1400	No warning signal after this time
	After Racing	Awards

7.1 The race committee may run one extra race on a day provided that they do not get more than one race ahead of the schedule and do not exceed the number of races scheduled for the event.

## **8 VENUE**

8.1 Sailing will be in Lake Ontario South of Portsmouth Olympic Harbour.

## **9 COURSES**

9.1 The courses to be sailed will be a windward/leeward course.

## **10 SCORING**

10.1 One race is required to constitute a series.

10.2 When fewer than five races have been completed, a boat's series score will be the total of her race scores.

10.3 When five or more races have been completed, a boat's score will be the total of her race scores excluding her ~~two~~ worst scores.

10.4 Seven races are scheduled.

## **11 [DP] [NP] SUPPORT PERSONNEL AND VESSELS**

11.1 Support persons shall register online and if their entry is approved, present a form (Appendix 4) containing the boats they are supporting to the onsite check in point at the boat park.

11.2 All support personnel shall comply with CORK's Support Team Regulations <http://www.cork.org/wp-content/uploads/2019/08/Support-Team-Regulations-v1.0.pdf>

11.3 Support persons are required to monitor the CORK course channel on their VHF radios and be available to assist with safety when requested. The VHF channel will be stated in the SSI's.

11.4 The SSI's may give additional requirements for support persons on the water.

## **12 [DP] BERTHING**

12.1 Boats are expected to be dry sailed. Boats that would like to be left in the water overnight must pay additional fees and make the arrangements with the City of Kingston.

## **13 DISCLAIMER OF LIABILITY AND RISK STATEMENT**

RRS 3 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 omission.

(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 organizers 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.

## **14 INSURANCE**

14.1 Each participating boat shall be insured with valid third-party liability insurance. The organizing authority does not accept any responsibility for verifying that a boat has valid third-party liability insurance.

## **15 PRIZES**

15.1 CORK will provide a variety of prizes depending on the number of competitors in the fleet. Some class associations may provide their own additional prizes.

15.2 Other awards may be given.

## **16 [DP] CONCUSSION AWARENESS**

- 16.1 Certain aspects of Rowan's Law are in effect. To review current information and requirement, check the Ontario Sailing website: <https://ontariosailing.ca/concussion-information/>
- 16.2 Competitors and Support Persons under the age of 26, need to:
- confirm they have read the Ministry Approved Concussion Awareness Resource.
  - confirm they have reviewed, and committed to, the Ontario Sailing Athlete Concussion Code of Conduct.

## **17 FURTHER INFORMATION**

- 17.1 For further information, please contact the CORK office via [sail@cork.org](mailto:sail@cork.org) or via phone at +1 613 545 1322.
- 17.2 Additional useful information regarding accommodations, travel, boat charters, equipment services and area recreation are available at [www.cork.org](http://www.cork.org)
- 17.3 Charter boats may be available; see <http://www.cork.org/charter-boats/>

## **18 PHOTO AND VIDEO DISCLAIMER**

- 20.1 By participating in the event, competitors give absolute right and permission for any photograph and video footage taken of themselves or the boat they are sailing during the event to be published in any media whatsoever, for either editorial or advertising purposes to be used in press information without compensation.

## Appendix 1



# **PARENT/GUARDIAN ACKNOWLEDGEMENT AND ACCEPTANCE OF RISKS For all sailors and support personnel under the age of 18**

**Event: Viper 640 Canadian Championships**

**Name of (minor) sailor or support person:** \_\_\_\_\_

**Class:** \_\_\_\_\_

**Sail number:** \_\_\_\_\_

**REMINDER: RRS 3 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."**

This document is to be signed by the parent or guardian of any sailor or support person under the age of 18 (the "Participant" or the "Minor".) Support personnel or support person means any person registered in that capacity with the Organization for the Event, including team leaders, coaches, parents and other such persons who are acting in support of a sailor.

In consideration of the Minor's participation in the event described above (the "Event") hosted by CORK/Sail Kingston Inc. (the "Organization"), I (and my heirs and any legal and personal representatives, executors, administrators, successors, and assigns), agree to the following (the "Agreement"):

**BY SIGNING THIS DOCUMENT, YOU ARE ACKNOWLEDGING AND ACCEPTING ALL OF THE RISKS INHERENT IN THE MINOR'S PARTICIPATION IN THE EVENT, WHETHER ON OR OFF THE WATER.**

1. **RULES AND REGULATIONS:** I agree that the Participant will abide by the rules, regulations, and policies of the Organization (and of any class or sailing association whose rules govern the Event), including any and all COVID-19 related safety measures required by the Organization.
2. **CERTAIN REPRESENTATIONS:** I am the parent or legal guardian of this Participant; said Participant is fit and competent to take part in the Event; their boat is in good order and equipped to participate; the provision of a race management team, patrol boats and other officials and volunteers by the Event organizers does not relieve the Participant or me of their or my own responsibilities; the provision of patrol boat cover is limited to such assistance, particularly in extreme weather conditions, as can be practically provided in the circumstances.
3. **DRUG TESTING:** I consent to the Minor participating in drug testing procedures and, if asked, providing a urine sample under observation for analysis at an accredited laboratory.
4. **ACKNOWLEDGMENT OF RISK:** I knowingly, willingly, and voluntarily acknowledge the inherent risks associated with the sport of sailing and attendance at an Event, and that participation in any Event involves risks and dangers including, without limitation, the potential for serious bodily injury (including broken bones, head or neck injuries), hypothermia (cold water and air), concussion, sickness,

trauma, permanent disability, paralysis and death; loss of or damage to personal property; exposure to extreme conditions and circumstances; accidents involving other participants, event staff, volunteers or spectators; contact or collision with other participants or natural or manmade objects; adverse weather conditions; facilities issues and premises conditions; participants of varying skill levels; situations beyond the immediate control of the Event organizers and competition management; and other undefined, not readily foreseeable and presently unknown risks and dangers (“Risks”). .

5. **ASSUMPTION OF RISK: I understand that Risks may be caused in whole or in part or result directly or indirectly from the negligence of the Participant’s own actions or inactions, the actions or inactions of others participating in the Event, and I voluntarily and knowingly assume all such Risks and responsibility for any damages, liabilities, losses, or expenses that the Participant incurs as a result of their participation in the Event, whether on or off the water. I also agree to be responsible for any injury or damage caused by the Participant at the Event.**
6. CONFIRMATION RELATED TO CONCUSSION AWARENESS: I have read an On tario Ministry Approved Concussion Awareness Resource: <https://ontariosailing.ca/concussion-information/> and have reviewed, and committed to, the applicable Ontario Sailing Concussion Code of Conduct
7. USE OF PHOTO AND VIDEO: I give absolute right and permission to the Organization and its agents for any photograph and video footage taken of the Participant or the boat they are sailing during the Event to be published in any media whatsoever, for either editorial or advertising purposes or to be used in press information, without compensation.
8. COMPLETE AGREEMENT AND SEVERABILITY CLAUSE: This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.
9. APPLICABLE LAW AND JURISDICTION: This Agreement shall be governed by the laws of Ontario (and the laws of Canada applicable therein). The parties expressly submit to the exclusive jurisdiction of the courts of Ontario as regards any matter arising from this Agreement and/or participation in the Event.

During the event (**please tick one**):

I will be responsible for the Minor throughout the event, and during the time the Minor is afloat I will be available at the event venue (either on land or on the water).

I appoint the person named below, who has agreed to act in loco parentis, to be responsible for the Minor throughout the event. During the time the Minor is afloat the person acting in loco parentis will be available at the event venue (either on land or on the water). IF A PERSON IS TO ACT IN LOCO PARENTIS PLEASE COMPLETE THE BOX BELOW AND HAVE THAT PERSON SIGN WHERE INDICATED

**I HAVE CAREFULLY READ THIS DOCUMENT IN ITS ENTIRETY, UNDERSTAND ALL OF ITS TERMS AND CONDITIONS, AND KNOW IT CONTAINS AN ACKNOWLEDGEMENT AND ASSUMPTION OF RISK.**

By signing below, I accept and agree to the terms and conditions of this Agreement in connection with participation by the Minor in the Event.

Name of Parent/Guardian: \_\_\_\_\_

Address: \_\_\_\_\_ telephone/mobile: \_\_\_\_\_

Signature of Parent/Guardian: \_\_\_\_\_

Date \_\_\_\_\_

**IF APPLICABLE PLEASE COMPLETE AND HAVE THE PERSON APPOINTED TO ACT IN LOCO PARENTIS SIGN BELOW**

In consideration of allowing the Minor to participate in the Event I agree to act in loco parentis to the Minor and agree and acknowledge that:

- the Minor will abide by the rules, regulations, and policies of the Organization (and of any class or sailing association whose rules govern the Event), including any and all COVID-19 related safety measures required by the Organization, and
- I will be responsible for the Minor throughout the event, and during the time that he/she is afloat

I will be available at the event venue (either on land or on the water).

Name of person appointed to act in loco parentis:

\_\_\_\_\_

telephone/mobile: \_\_\_\_\_

Signature of person acting in loco parentis \_\_\_\_\_ Date

\_\_\_\_\_



## WAIVER AND RELEASE OF LIABILITY

For all sailors and support personnel 18 years of age or older

Event: Viper 640 Canadian Championships

Name of sailor or support person signing below: \_\_\_\_\_

Class: \_\_\_\_\_

Sail number: \_\_\_\_\_

**REMINDER: RRS 3 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."**

**BY SIGNING THIS DOCUMENT, YOU ARE RELEASING CORK AND ITS PERSONNEL FROM ANY AND ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH HOWEVER CAUSED, WHETHER ON OR OFF THE WATER, INCLUDING, BUT NOT LIMITED TO, THE NEGLIGENCE OF THE**

Support personnel or support person means any person registered in that capacity with the Organization for the Event, including team leaders, coaches, parents, and other such persons who are acting in support of a sailor.

In consideration of my participation in the event described above (the "Event") hosted by CORK/Sail Kingston Inc. (the "Organization"), I (and my heirs and any legal and personal representatives, executors, administrators, successors, and assigns), agree to the following (the "Agreement"):

1. **RULES AND REGULATIONS:** I agree to abide by the rules, regulations, and policies of the Organization (and of any class or sailing association whose rules govern the Event), including all COVID-19 related safety measures required by the Organization.
2. **CERTAIN REPRESENTATIONS:** My boat is in good order, equipped to participate in the Event and I am fit to participate; the provision of a race management team, patrol boats and other officials and volunteers by the Event organizers does not relieve me of my own responsibilities; the provision of patrol boat cover is limited to such assistance, particularly in extreme weather conditions, as can be practically provided in the circumstances.
3. **ACKNOWLEDGMENT OF RISK:** I knowingly, willingly, and voluntarily acknowledge the inherent risks associated with the sport of sailing and attendance at an Event, and that participation in any Event involves risks and dangers including, without limitation, the potential for serious bodily injury (including broken bones, head or neck injuries), hypothermia (cold water and air), concussion, sickness, trauma, permanent disability, paralysis and death; loss of or damage to personal property; exposure to extreme conditions and circumstances; accidents involving other participants, event staff, volunteers or spectators; contact or collision with other participants or natural or manmade objects; adverse



weather conditions; facilities issues and premises conditions; participants of varying skill levels; situations beyond the immediate control of the Event organizers and competition management; and other undefined, not readily foreseeable and presently unknown risks and dangers (“Risks”).

4. ASSUMPTION OF RISK: I understand that Risks may be caused in whole or in part or result directly or indirectly from the negligence of my own actions or inactions, the actions or inactions of others participating in the Event, or the negligent acts or omissions of the Released Parties (defined below), and I voluntarily and knowingly assume all such Risks and responsibility for any damages, liabilities, losses, or expenses that I incur as a result of my participation in the Event. I also agree to be responsible for any injury or damage caused by me or any agents under my direction and control at any Event.
5. **RELEASEI release from liability and waive any claims against the Organization, together with its officers, directors, employees, volunteers and agents (the “Released Parties”), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss, or expense (including court costs and reasonable attorney fees) of any kind or nature (“Liability”) which may arise out of, result from, or relate in any way to my participation in the Event, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties, whether passive or active.**
6. CONFIRMATION RELATED TO CONCUSSION AWARENESS: [Applicable only to those under the age of 26] I have read an Ontario Ministry Approved Concussion Awareness Resource: <https://ontariosailing.ca/concussion-information/> and have reviewed, and committed to, the applicable Ontario Sailing Concussion Code of Conduct.
7. USE OF PHOTO AND VIDEO: I give absolute right and permission to the Organization and its agents for any photograph and video footage taken of myself or the boat I am sailing during the Event to be published in any media whatsoever, for either editorial or advertising purposes or to be used in press information, without compensation.
8. COMPLETE AGREEMENT AND SEVERABILITY CLAUSE: This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.
9. APPLICABLE LAW AND JURISDICTION: This Agreement shall be governed by the laws of Ontario (and the laws of Canada applicable therein). The parties expressly submit to the exclusive jurisdiction of the courts of Ontario as regards any matter arising from this Agreement and/or my participation in the Event.

**I HAVE CAREFULLY READ THIS DOCUMENT IN ITS ENTIRETY, UNDERSTAND ALL OF ITS TERMS AND CONDITIONS, AND KNOW IT CONTAINS AN ASSUMPTION OF RISK, RELEASE, AND WAIVER FROM LIABILITY.** By signing below, I accept and agree to the terms and conditions of this Agreement in connection with my participation in the Event.

Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Viper 640 Canadian Championships Competitors' checklist



Helm name: \_\_\_\_\_

Cell phone: \_\_\_\_\_

Sail-number: \_\_\_\_\_

### SAFETY

- I have ensured that my boat meets class rules requirement for safety equipment. The following equipment shall be carried on board when racing: one paddle, a compass, 20 meters of 6 mm diameter or larger towing line, a functioning VHF handheld radio, crew safety lines installed under the gunwale, a safety line installed in the aft part of the cockpit (the aft safety line shall be a minimum diameter of 4 mm)

### CORK CODE OF CONDUCT

- I have read and understood the CORK code of conduct.

### CLASS MEMBERSHIP

- I am a member of the Viper 640 International Class Association.

### FOR ATHLETES UNDER 18 YEARS OF AGE

- I, the Parent/guardian of the participant have read, understood and signed the PARENT/GUARDIAN acknowledgement and acceptance of risk document.

Parent Guardian name:

Signature and cellphone number of Parent/Guardian:

### FOR ATHLETES 18 YEARS OF AGE OR OLDER

- I have read, understood and signed the waiver and release of liability document.

Signature and cellphone number:

