

Pensacola to Havana Race 2017
Appendix E (Version 1.3, March 10, 2017)

INSTRUCTIONS FOR FORMS

1. It shall be the responsibility of the Person In Charge of each vessel to ensure that all forms relevant to their entry are complete and have been submitted AND accepted by the Race Committee prior to commencing the race. Failure to comply with this requirement may result in a Penalty or Disqualification. Completed Forms may be scanned and submitted via email to: Mr. Bob Madden at rjm1122@gmail.com
2. The Person in Charge shall complete all entry requirements using the forms in this package and the online entry at <http://www.yachtscoring.com/emenu.cfm?eID=2919>
3. **Every participant** in the Race shall review, fully complete, and sign the following agreements:
 - a. Liability Release And Express Assumption Of The Risk Agreement.
 - b. Depiction Release
 - c. Marina Hemingway Registration

In the event of a Crew Change, it shall be the responsibility of the Person In Charge to notify the Race Committee, modify their entry **online**, and provide completed release forms for the new crew member(s) in advance of the skipper's meeting. ***Note that Marina Hemingway has requested that registration forms from each participant shall be submitted as soon as possible in advance to reduce delays when checking in. Race Committee will provide this information in batches as the information is received. Race Committee cannot accept responsibility for any delays in checking in associated with submittal of forms.***

4. Motoring Log

Motoring is allowed subject to submittal of a fully completed Motoring Log. Time spent motoring will be added to the corrected time at a ratio of 3:1; for each hour spent motoring plus two additional hours added to the corrected time. Adjustments shall be made by multiplying the total motoring time in hours and minutes by the multiplier created using the length waterline length waterline of the specific vessel divided by the waterline length of the smallest vessel.

Motoring is not permitted for 10 nautical miles after crossing the start line and for 5 nautical miles before crossing the finish line. Motors shall be shut off prior to the class preparatory signal or as otherwise stated in the Sailing Instructions.

The skipper must record both the position of the boat and time at which the motor is started, and the position of the boat and the time at which the motor is turned off each time the motor is started. In addition the log shall contain the engine hours at start of race, engine hours and vessel position each time the engine is started and turned off for both battery charging and motoring (shaft engaged). **In order for a boat to be considered a finisher, this information must be presented to the Race Committee as specified in the Sailing Instructions.** This information shall be recorded on the provided log, checked and signed by the skipper, and by a crew

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member. Should the positions/times indicate motor use in excess of that permitted, the boat will be scored "DSQ" (disqualified).

5. List of Forms included in this Appendix:
 - a. E1 – Skipper’s Certification [one per vessel]
 - b. E2 – Liability Release And Express Assumption Of The Risk Agreement [each crew member]
 - c. E3 - Depiction Release [each crew member]
 - d. E4 - Cruiser Ratings Adjustment [one per vessel, applies to Cruisers and Classic Cruisers only]
 - e. E5 – Marina Hemingway Registration
 - f. E6 – Motoring Log
 - g. E7 - Checklist

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Appendix E1

Skipper's Certification

I _____ certify that I am the Person in Charge of the vessel named _____. I certify that I have read the Notice of Race and associated documents and that my vessel and crew complies with all safety requirements outlined in Section 4 of the Notice of Race.

Any exceptions are listed below:

Signed _____, dated _____

Name _____

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Appendix E2 - LIABILITY RELEASE AND EXPRESS ASSUMPTION OF THE RISK AGREEMENT

I, _____, for myself, my family, heirs, and assigns, agree to hold harmless, release, and indemnify Pensacola Yacht Club, Inc., its related, companion, predecessor, successor corporations, their officers, directors, and all individual members of any of those entities, their employees, contractors, and assigns, from and against any demand, suit, or claim of any kind arising directly or indirectly out of my death, or injury of any sort, physical or mental, or loss or damage to my vessel, if any, in connection with the RACE/REGATTA TO CUBA. I UNDERSTAND AND AGREE THAT NONE OF THE RELEASED AND INDEMNIFIED PARTIES MAY BE HELD LIABLE OR RESPONSIBLE IN ANY WAY FOR ANY INJURY, DEATH, OR OTHER DAMAGES TO ME, MY VESSEL, IF ANY, OR MY FAMILY, HEIRS, OR ASSIGNS THAT MAY OCCUR AS A RESULT OF MY PARTICIPATION IN THE REGATTA/RALLY TO CUBA, EVEN IN THE EVENT THAT ANY OF THE RELEASED AND INDEMNIFIED PARTIES IS, WAS, OR MAY BE CLAIMED TO HAVE BEEN NEGLIGENT, WHETHER ACTIVE OR PASSIVE, OR STRICTLY LIABLE, AND/OR IN THE EVENT ANY VESSEL OR ANY PART OF IT WAS OR IS CLAIMED TO HAVE BEEN UNSEAWORTHY, EVEN IF THAT CLAIMED UNSEAWORTHINESS PREEXISTED THIS AGREEMENT. THIS HOLD HARMLESS AND INDEMNITY AGREEMENT APPLIES EVEN WHEN THE CLAIMED NEGLIGENCE OR UNSEAWORTHINESS OR BOTH CAUSED OR CONTRIBUTED IN ANY WAY, EVEN IN THE SLIGHTEST, TO MY DEATH OR INJURIES. I am not being forced to sign this agreement. I am free to not participate in the Regatta/Rally and will be entitled to a complete refund of any entry fee I may have paid to do so. I specifically acknowledge that I fully informed myself of the contents of this Release before signing it and agree to all of its terms.

United States Admiralty and Maritime law will apply to all aspects of this agreement.

Signature: _____

This ____ day of _____, 2015

PARENT OR GUARDIANS FOR MINORS (IF UNDER 18 YEARS OF AGE)

The undersigned parent and/or natural or legal guardian does hereby represent that he/she is, in fact, acting in such capacity and agrees to release each and all of the Released Parties referred to above from all liability, loss, cost, claim or damage whatsoever which may be imposed upon said Party(ies) because of any defect in or lack of such capacity to so act and release said Party(ies) on behalf of all Releasors as specified herein.

PARENT OR GUARDIAN (Signature): _____

Date _____

PARENT/GUARDIAN NAME (Printed):

Witnesses: Signature: _____ Date _____

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Appendix E3 - DEPICTION RELEASE

Media and Commercial Rights

The signed Depiction Release form MUST be on file in order to complete registration. One must be on file for each sailor.

In consideration of the undersigned's participation in the Pensacola a la Habana Race ("the Regatta") sponsored by the Pensacola Yacht Club Satori Foundation, the Hemingway International Yacht Club, and the Pensacola Yacht Club, and other local sponsors (collectively, the "Sponsors") and hosted by the Pensacola Yacht Club (the "Host") to be held April 30 – May 6, 2017 the undersigned participant ("Participant") and if such Participant is a minor, the Participant's parent or legal guardian by countersigning below ("Parent/ Guardian"), hereby grant to the Sponsors and the Host, perpetually and irrevocably, the unconditional and exclusive right, title and interest throughout the world to use, simulate and portray Participant's name, likeness, voice, personality, personal identification, and personal experiences, incidents, situations and events, whether visual and/or audio, including without limitation photographs, videotape, film and other recordings, electronic or optical-based media, or any other form or medium whatsoever, whether now or hereafter existing, and of every kind and character (collectively "The Images"), which may be taken or taken of Participant while participating in any aspect of the Regatta. Participant and Parent/Guardian understand and agree that one or more of the Sponsors and/or Host will be the owner(s) of any and all right, title and interest in and to the Images, in any derivative works, and in any merchandising, advertising, promotional and publicity rights and materials related thereto in all media of every nature whatsoever, whether now known or hereafter devised. Participant reserves no rights with respect to such uses. Participant and Parent/Guardian acknowledge the Sponsors' and the Host's right, title and interest in and advertisement, promotion, distribution and sale of products or events directly or indirectly related to the Regatta and/or yacht racing. Participant and Parent/Guardian agree that the Sponsors and the Host shall have unlimited right to vary, change, alter, modify, add to, and delete from any depictions of Participant in the Images and to rearrange and/or transpose such depictions as each may determine. Participant and Parent/ Guardian hereby waive any right to inspect, review or approve the Images and their use by the Sponsors and the Host and acknowledge that they are to receive no payment with respect to any matter referred to herein and that any and all of the rights granted herein are freely assignable by Sponsors and/or Host.

PARTICIPANT AND PARENT/GUARDIAN, ON BEHALF OF THEMSELVES AND THEIR RESPECTIVE HEIRS, EXECUTORS, ADMINISTRATORS, PERSONAL REPRESENTATIVES AND NEXT OF KIN (COLLECTIVELY, "RELEASERS"), HEREBY FOREVER WAIVE, RELEASE AND DISCHARGE EACH OF THE SPONSORS, THE HOST AND THEIR RESPECTIVE PARENTS, SUBSIDIARIES, AFFILIATES, OWNERS, MEMBERS, MANAGERS, EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, SUCCESSORS, ASSIGNS AND REPRESENTATIVES (EACH A "RELEASED PARTY") FROM ANY AND ALL CLAIMS, DEMANDS, OR CAUSES OF ACTION THAT RELEASORS MIGHT NOW OR HEREAFTER HAVE FOR LIBEL, DEFAMATION, INVASION OF PRIVACY, RIGHT OF PUBLICITY, INFRINGEMENT OF COPYRIGHT OR TRADEMARK, OR VIOLATION OF ANY OTHER RIGHT ARISING OUT OF OR RELATING TO ANY UTILIZATION OF THE RIGHTS GRANTED UNDER THIS DEPICTION RELEASE.

PARTICIPANT (Signature): _____

Date _____

NAME (print) _____

PARENT OR GUARDIANS FOR MINORS (IF UNDER 18 YEARS OF AGE)

The undersigned parent and/or natural or legal guardian does hereby represent that he/she is, in fact, acting in such capacity and agrees to release each and all of the Released Parties referred to above from all liability, loss, cost, claim or damage whatsoever which may be imposed upon said Party(ies) because of any defect in or lack of such capacity to so act and release said Party(ies) on behalf of all Releasers as specified herein.

PARENT OR GUARDIAN (Signature): _____ **Date** _____

PARENT/GUARDIAN NAME (Printed): _____

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Appendix E4 – Cruiser Ratings Adjustments

Rules and Rating Adjustments
 Classic and Modern Cruiser Division

Skipper Name:
Yacht Name:
Skipper Signature:
Date:

For each item identified below, circle the adjustment if it applies to you and your yacht.

Please see Appendix B for additional explanation.

Your responses will be fed into our adjustment database and you will receive a document prior to check in of race day showing your adjustments.

When you have completed your responses, please scan and email to:

Bob Madden (email) rjm1122@gmail.com

The Race Committee has the sole discretion to make exceptions as appropriate to ensure the spirit of these divisions is maintained.

Adjustment Description	Adjustments In seconds per nautical mile	
	Credits	Penalties
2.1 Motoring Penalty Time in hours and minutes spent motoring will be added to the corrected time at a ratio of 3:1		TBD
2.2 Non-Spinnaker Credits Non- spinnaker boats will receive a credit of +9 sec/ nautical mile.	9	
2.3 Sail Material Penalties		
.1 Sail Material Penalties for Main Laminate of any kind; or Laminate of any kind with one surface of any woven material; or Woven material of any kind other than polyester		6
.2 Sail Material Penalties for Jib Laminate of any kind; or Laminate of any kind with one surface of any woven material; or Woven material of any kind other than polyester		6

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Appendix E4 – Cruiser Ratings Adjustments (continued)

2.4 Excess Cruising Equipment Credits Maximum 12 Second per nautical mile credit – boats selecting credits must race with all listed items in place.		
.1 Bimini Deployed Full Time	3	
.2 Dodger Deployed Full Time	3	
.3 Dinghy on Davits	4	
.4 Dinghy on Deck	2	
.5 Dinghy stored elsewhere	1	
.6 An outboard motor for a dinghy shall remain in place on the transom mount while racing when credit for it is included on the rating certificate		
.6a Dinghy outboard stored on stern pulpit <50 lbs	1	
.6b Dinghy outboard stored on stern pulpit =>50 lbs	3	
.6c Dinghy Outboard stored elsewhere	1	
.7 Perm Mounted solar panels	1	
.8 Radar mounted on the mast above the spreaders	2	
.9 Radar mounted elsewhere	1	
.10 Perm Mounted Wind Generator	2	
.11 Perm Mounted Generator	3	
.12 Portable Generator	1	
.13 Perm mounted Ice Maker	2	
.14 Perm mounted wind vane steering	2	
.15 Perm below deck air conditioning	1	
.16 Perm mounted washer and/or dryer	2	
.17 Life raft on deck or appropriately stowed	3	

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Appendix E4 – Cruiser Ratings Adjustments (continued)

2.5 Headsail Adjustments		
.1 Headsail >185%		12
.2 Headsail >175%		9
.3 Headsail >165%		6
.4 Headsail >155%		3
.5 Headsail >135% and <=145%	3	
.6 Headsail >115% and <=135%	6	
.7 Headsail <=115%	9	

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Appendix E5 – Marina Hemingway Registration

Número de registro: _____

Nombre: _____

(Name)

Fecha de nacimiento: _____

(Birthdate)

Nacionalidad: _____ No. Pasaporte: _____

(Citizenship)

(Passport Number)

Dirección Particular: _____

(Home Address)

Telefono: _____ Fax: _____

(Phone number)

(Fax Number)

Correo electronico: _____

(Email Address)

Ocupacion: _____

(Position)

Nombre del conyuge: _____

(Spouse)

Fecha de nacimiento: _____ Numero de pasaporte: _____

(Birthdate)

(Passport Number)

Nombre de los hijos

Edad

Fecha de nacimiento

Pasaporte

(Descendant)

(Age)

(Birthdate)

(Passport)

Nombre de la embarcación: _____

(Name of the boat)

Matricula: _____ Eslora: _____ Manga: _____

(Port of Register)

(Lenght)

(Wide)

Clubes náuticos a los que usted pertenece: _____

(Yacht Club you belong)

Deportes preferidos: _____

(Sport you practice)

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Appendix E7 - Checklist

Vessel Name: _____

Person –In-Charge: _____

Position	Name [Insert Names]	E1 – Skipper’s Certification	E2 – Liability Release And Express Assumption Of Risk	E3 - Depiction Release	E4 - Cruiser Ratings Adjustment	E5 – Marina Hemingway Registration
Skipper						
Crew 1		N/A			N/A	
Crew 2		N/A			N/A	
Crew 3		N/A			N/A	
Crew 4		N/A			N/A	
Crew 5		N/A			N/A	
Crew 6		N/A			N/A	
Crew 7		N/A			N/A	
Crew 8		N/A			N/A	

Reviewed by (RC) _____

Deficiencies: _____

