



**SUPERYACHT**  
— REGATTA BERMUDA 2017 —  
AMERICA'S CUP

## **NOTICE OF RACE**

**12 - 15 JUNE 2017**  
**BERMUDA**



SUPERYACHT

REGATTA BERMUDA 2017

AMERICA'S CUP

**BOAT**

International Media

## AMERICA'S CUP SUPERYACHT REGATTA 2017 NOTICE AND CONDITIONS OF RACE

12 - 15 June 2017

### ORGANISING AUTHORITY

Boat International Media (BIM) has been appointed by the America's Cup Event Authority to organise the America's Cup Superyacht Regatta, which is being delivered in conjunction with the Royal Bermuda Yacht Club.

#### PART I GENERAL ADMINISTRATIVE INFORMATION

##### 1 ORGANISING AUTHORITY

Boat International Media (BIM) has been appointed by the America's Cup Event Authority (ACEA) to organise the America's Cup Superyacht Regatta, which is being delivered in conjunction with the Royal Bermuda Yacht Club (RBYC). Address all correspondence pertaining to the regatta to:

Boat International Media Events  
Tel: +44 20 8545 9330  
Fax: +44 20 8545 9333  
Email: [events@boatinternationalmedia.com](mailto:events@boatinternationalmedia.com)  
Event Director: Louise Close  
[louise.close@boatinternationalmedia.com](mailto:louise.close@boatinternationalmedia.com)  
Principal Race Officer: Peter Craig  
[peter@premiere-racing.com](mailto:peter@premiere-racing.com)

##### 2 RACE WEEK WEBSITE

Periodic updates and the latest information on the regatta can be found on the event website:  
[www.americascupsuperyachtregatta.com](http://www.americascupsuperyachtregatta.com)

##### 3 RACE OFFICE

The race office will be located at the Royal Bermuda Yacht Club  
15 Point Pleasant Road  
Hamilton HM 11, Bermuda  
Tel: +1 441 295 2214  
Fax: +1 441 295 6361

##### 4 CAPTAINS' BRIEFING

The pre-regatta captains' briefing will be held on Monday 12 June. Each yacht must be represented by her Captain, designated RRS-Safety Afterguard Member, and Racing Tactician.

##### 5 DOCKAGE

It is each yacht's responsibility to reserve its own mooring at one of the designated marinas in Bermuda.

The mooring fee is not included in the entry fee. The America's Cup Superyacht Program offers premium berthing locations in Bermuda, at both the capital Hamilton and in the heart of the America's Cup Village at Royal Naval Dockyard. Only superyachts berthed in the America's Cup Superyacht Program will receive VIP viewing flags providing front row access to the race course for all America's Cup racing. Owners and their guests will also enjoy exclusive America's Cup privileges and experiences, including access to Club AC (the official hospitality venue) and invitations to special VIP functions and parties. Enquiries should be directed to Laura Esteve at [l.esteve@bwayachting.com](mailto:l.esteve@bwayachting.com).

##### 6 BERMUDA ACCOMMODATION AND TRAVEL

Please contact Travel Places, the Official Accommodation Supplier for the 35th America's Cup for details of accommodation and travel:  
Nina Thompson  
Travel Manager  
Third Floor, Windward Place, 24 Crow Lane, Pembroke HM19, Bermuda  
Tel: +1 441 704 6542  
[NinaT@travelplaces.co.uk](mailto:NinaT@travelplaces.co.uk)  
[www.travelplaces.co.uk](http://www.travelplaces.co.uk)

##### 7 MEDIA RIGHTS

**7.1** Photography, video and audio recording while in Bermuda, including but not limited to photographing and/or recording from the yacht while in Bermuda during the period of the America's Cup events, shall be strictly for private purposes only. Photographs and/or recordings must not be used for any broadcasting, media or publication or for any commercial purpose whatsoever. Without prejudice to the foregoing, except with the prior written consent of ACEA and BIM, no professional film crew or photographer(s) shall be authorised on board the yacht with their equipment while in Bermuda during the period of the America's Cup events.

**7.2** Each entrant accepts and agrees, for and on behalf of





the participating yacht, the captain, the crew and all guests on the yacht at any time whilst it is in Bermuda during the period of the America's Cup events, that ACEA and BIM and their respective nominees or licensees (including, without limitation, appointed broadcasters and other media) may film and photograph each of them and use footage and photographs as well as their name, image, likeness and voice in any and all media to be published or broadcast in any media whatsoever, for editorial, promotional and/or commercial purposes in perpetuity on a royalty-free basis; provided always that the yacht owner's name and any biographical material regarding the owner shall not be published without obtaining permission from the yacht owner (and if permission is not granted, the owner shall be referred to as "the owner of [yacht name]").

**7.3** As part of the registration process, each individual participating crew member will be required to sign a declaration agreeing to these media rights provisions.

#### **8 INSURANCE**

**8.1** Each participating yacht shall be insured with valid third party liability insurance with adequate cover taking into account the value of the yachts racing and the measure of damages likely to arise in the event of an accident.

**8.2** The Captain shall ensure that a Certificate(s) of Insurance (in English) reflecting the above required insurance requirements is carried on board the yacht at all times during the regatta. The yacht's insurer(s) shall be notified of the yacht's participation in the regatta and provided with a copy of the regatta's notice of race and Disclaimer of Liability Form.

#### **9 APPLICABLE LAWS AND POLICIES**

**9.1** Each entry to the America's Cup Superyacht Regatta

is subject to and conditional upon the participating yacht maintaining at all times a valid and current certificate of compliance to a commercial code and full compliance with any and all other legal, regulatory and/or licensing requirements as required by applicable laws at all times while the yacht is in Bermuda.

**9.2** Each participating yacht, its owner, captain, crew and all guests of yacht at any time shall, at their sole cost and expense, comply at all times when in Bermuda with all applicable laws and with any and all lawful and reasonable directions, instructions, rules, regulations, guidelines, policies and procedures of ACEA, BIM, RBYC, the local authorities, the local harbor master(s) or any other authorized person or organization as notified from time to time by ACEA, BIM or RBYC.

## **PART 2 RACING RULES AND CONDITIONS**

### **1 RULES**

Racing in the America's Cup Superyacht Regatta will be governed by:

- a) The rules as defined in the Racing Rules of Sailing (RRS);
- b) Appendix SY to the RRS (Exhibit 1);
- c) The ORC Superyacht Rule (ORCsy) - Rule [www.orc.org/superyacht](http://www.orc.org/superyacht);
- d) The safety requirements designated by the yacht's flag state, classification society and/or code of compliance;
- e) If there is a conflict between languages the English text will take precedence;
- f) Any applicable local maritime authority rules and regulations.

Note: RRS 55 (trash disposal) will be in effect. Disposable sail stops for spinnakers are not allowed.

### **2 SAFE RACING**

**2.1** A primary focus of superyacht racing is prudent seamanship and sailing in the safest possible manner in all situations. This regatta relies upon compliance and self-policing. Accordingly, participants are required to:

- a) Ensure that the safety of the guests, crew and yacht is their primary consideration during the regatta;
- b) Comply with all rules of the regatta;
- c) Comply with all rules and regulations that apply to the yacht by virtue of its flag, classification society or other code of compliance (and have on board all valid and up-to-date certificates) and/or any local maritime authority's decree that may apply to the yacht at the time of the regatta;
- d) Have due regard to any commercial shipping, recreational boaters or other marine traffic.
- e) Be courteous to all other participating yachts, the



organiser and its representatives, as well as all other vessels encountered on the racecourse;  
f) Sign and submit a Daily Declaration Form with the organiser promptly after completion of each race specifying all safety related incidents and/or any breaches of the RRS or other rules of the regatta.

**2.2** If the event organiser receives corroborative or substantiated reports of a yacht being handled in an overly aggressive, un-seamanlike or unsafe manner, they may excuse the yacht from the regatta.

### 3 DESIGNATED RRS-SAFETY AFTERGUARD MEMBER COMPLIANCE

**3.1** Each yacht shall ensure that that at least one afterguard member is active with the Racing Rules of Sailing (RRS) and has a thorough understanding of the RRS and the Appendix SY. The Captain will submit the compliance form (page 2 of Exhibit 2) with information on the designated RRS-Safety Afterguard Member and the Communications Officer in advance, no later than 1 April 2017. If the compliance form has already been submitted at a previous regatta in 2016 or 2017 and that individual is listed on the SYRA website [www.superyra.org/after-guard](http://www.superyra.org/after-guard), then the compliance form need not be resubmitted. Exhibit 2 can be found on the event website, and will be sent to all captains via email.

**3.2** The Organising Authority will review all compliance forms prior to 15 April 2017 and communicate any concerns or issues to the Captain.

**3.3** The Captain will designate a Communications Officer who will monitor and communicate on the VHF safety channel. It is recommended that this individual have experience with radio protocol and experience with and an understanding of the RRS and Appendix SY.

**3.4** The Captain will determine what crew position the RRS-Safety Afterguard Member assumes (tactician, helmsman, navigator, strategist, etc.). The designated RRS-Safety Afterguard Member may assume the position of Communications Officer.

**3.5** The RRS-Safety Afterguard Member shall attend all pre-race briefings and will be responsible for ensuring the Daily Declaration Form and portable GPS tracking unit are returned to the race office as soon as practicable following racing each day, but no later than two hours after finishing.

### 4 ADVERTISING

**4.1** Yachts shall display branding of official regatta sponsor(s) when racing in the regatta in compliance with World Sailing Regulation 20 and as detailed in the Sailing Instructions.

**4.2** Boats will be required to display the event pennant(s) on the backstay throughout the period starting one hour after the completion of registration and ending one hour after the finish of the last race on the forestay throughout the same period but only while moored.

**4.3** The Organising Authority will supply the pennant(s) and flag at registration.

**4.4** The Organising Authority may require the installation, at no cost to competitors, of on board video cameras for the official television production and/or a tracking system.

**4.5** Except as provided in NOR 4.1 / 4.2, the normal manufacturer's mark, the place of registration and the normal name of the yacht (each as set out in the entry form), each entrant shall ensure that no advertisement,

notice, commercial signage or other branding is visible on the yacht and/or its sails from the outside (or on the uniforms or clothing of the owner, captain, crew or guests of the yacht other than the normal manufacturer's mark) at any time whilst the yacht is in or about Bermuda during the period of the America's Cup events, without the prior written consent of ACEA and BIM.

### 5 ELIGIBILITY AND ENTRY

**5.1** The America's Cup Superyacht Regatta 2017 is an invitational event, open to sailing yachts whose LOA is 80 foot or greater.

**5.2** Yachts seeking an invitation shall advise the Event Director ([louise.close@boatinternationalmedia.com](mailto:louise.close@boatinternationalmedia.com)) of their desire to participate in the regatta. Yachts will be issued an invitation or added to the wait list, depending on their eligibility status and the responses from those yachts that have been invited.

**5.3** A completed entry application must be received by the organiser no later than 1 April 2017.

**5.4** The entry fee is due by 1 April 2017 (see NOR 7.1). Late entries may be accepted at the sole discretion of BIM.

**5.5** All yachts in the racing classes are required to have a current and valid ORCSy handicap certificate (NOR 14). All yachts must submit their completed ORCSy handicap application to the ORC no later than 15 April 2017 ([www.orc.org/superyacht](http://www.orc.org/superyacht)).

**5.6** Each yacht is required to maintain the minimum level of insurance as presented in NOR Part 1, paragraph 8. This requirement will be documented on the Disclaimer of Liability form, which shall be completed by each participating yacht at registration.

### 6 FEES

**6.1** The entry form shall be accompanied by the entry fee. The entry fee is \$10,000. The fee shall be received by the Organising Authority by 1 April 2017. For all NON-MEMBERS OF SYRA there is a fee of \$1,100\* in addition to the entry fee.

\*All SYRA (Superyacht Racing Association) approved



Superyacht regattas in the 2017 season require non-SYRA members to contribute to SYRA for improving the safety of Superyacht racing and investing in the fair racing handicap review. There is therefore an additional fee of \$1,100 per entry for non-members.

For information about the Superyacht Racing Association and details on membership, visit [www.superyra.org](http://www.superyra.org)

**6.2** The fee for obtaining a valid ORCsy Certificate is paid directly to that rule authority.

**6.3** The organisers reserve the right to cancel the regatta completely by written notification to each yacht via email to the captain's email address provided on the Entry Form. In the event of cancellation of the regatta:

**6.3.1** Each yacht's entry fee that has been received by the organisers will be refunded in full to that yacht;

**6.3.2** This Agreement in respect of this regatta will be terminated forthwith; and

**6.3.3** Each yacht, owner and captain hereby expressly agrees that no claim of any nature whatsoever against the organisers will be permitted or entertained and each yacht, owner and captain hereby expressly undertakes to indemnify the organisers in respect of any claim brought by anyone associated with them and/or their yacht and any costs incurred by the organizers in relation to such claim.

**6.4** The entry fee must be paid by credit card (MASTERCARD or VISA) or by bank transfer as stated in detail on the entry form.

**6.5** Entries that cancel post 27 January 2017 will be refunded 50% of any entry fee paid.

**6.6** Entries that cancel post 31 March 2017 will not be refunded any entry fee paid.

## 7 PRELIMINARY SCHEDULE OF EVENTS

**7.1** Three races are scheduled, one each day from Tuesday 13 June through Thursday 15 June.

All racing will take place in the days between the Final of the Louis Vuitton America's Cup Challenger Playoffs and the start of the America's Cup Match, presented by Louis Vuitton.

**7.2** Preliminary schedule:

### MONDAY 12 JUNE 2017

- Registration
- Captains' briefing
- Welcome drinks

### TUESDAY 13 JUNE 2017

- Racing
- Owners' dinner

### WEDNESDAY 14 JUNE 2017

- Racing

## THURSDAY 15 JUNE 2017

- Racing
- Prize-giving
- End of Regatta party

## 8 REGISTRATION

Registration for the America's Cup Superyacht Regatta will begin at 10:00hrs on Monday 12 June 2017. The following documents will be required at registration:

- Acceptance of the Notice and Conditions of Race as set forth in the Entry Form;
- Signed Disclaimer of Liability Form;
- Crew List;
- Name and mobile phone numbers for the Captain, Communications Crew member, Designated RRS Afterguard Member, and Racing Tactician (if different);
- Valid ORCsy Rating Certificate.

## 9 CLASSES

**9.1** The organiser will, at its sole discretion, divide the fleet into classes based on the size, composition and attributes of the fleet. A notice with the preliminary class breaks will be posted on the event website by 1 June 2017.

**9.2** There may be a separate J Class racing with a conventional fleet race format. The race committee reserves the right to add or delete classes and change the race format for any class at a later date.

**9.3** At the race committee's discretion, classes may sail different courses on any given day.

## 10 SAILING INSTRUCTIONS

The Sailing Instructions will be posted on the event website by 1 June 2017, emailed to all entrants and available at the race office on-site. Yacht captains are encouraged to forward these documents to their owners, racing tactician and other members of the afterguard in advance.

## 11 RACING AREA

The intention is for racing to take place North, East and South of the eastern portion of Bermuda. British Admiralty charts showing the racing area will be made available by the RBYC. The rendezvous location for racing will be just outside St George's Harbour.

## 12 THE COURSES

The courses will likely be coastal courses using inflatable and government buoys and/or mark boats as marks of the course.

## 13 RACING FORMAT

**13.1** Staggered Start or Pursuit Racing format: The race committee reserves the right to provide staggered start or pursuit racing formats for the superyacht fleet depending on fleet composition.

**13.2** Conventional Fleet Racing: It is the intent of the race committee to provide a conventional fleet racing format for the J Class. The J Class would start first with the race committee using course selection to keep the J class separate from the other classes.

## 14 HANDICAPPING AND SCORING

**14.1** With the exception of yachts racing in the J Class, the handicap rule to be used is the ORC Superyacht Rule (ORCsy). All yachts must submit their completed ORCsy handicap application to ORC no later than 15 April 2017.

**14.2** The final configuration of the yacht (sail selection, tankage, etc.) must be submitted to the ORC in writing 2 weeks prior to the first race (30 May 2017).

**14.3** If there is a separate J Class, yachts will be scored based on the JCA handicap.

**14.4** Additional information on scoring, racing formats and the criteria for the overall winner of the America's Cup Superyacht Regatta will be posted on the event web site prior to 1 April 2017.

## 15 PROTESTS

**15.1** The organiser takes a proactive stance on safe racing and good sportsmanship. Safe racing, rule compliance and rule enforcement is the responsibility of everyone involved in superyacht racing.

**15.2** This Notice of Race sends the implicit message that the focus is on safety and prudent seamanship.

**15.3** Protest forms are available at the race office.

Protests and request for redress shall be delivered there within the protest time limit. Schedule of hearings will be posted on the official notice board within 30 minutes of the protest time limit.

## 16 COMMUNICATIONS AND ELECTRONIC AIDS

**16.1** A yacht shall not receive radio transmissions unless available to all yachts. All types of electronic aids, including radar, VOR, satellite are permitted. No external aids, outside assistance or information may be used during the races, except weather forecast information.





**16.2** Yachts equipped with Automatic Identification System (AIS) are required to operate their AIS system from the time they approach the starting area until departing the finishing area following the race. AIS equipment shall not be removed from the yacht prior to racing.

#### 17 RESPONSIBILITY

**17.1** The safety of a yacht and its crew is the sole responsibility of the captain who must ensure that the yacht is fully sound, thoroughly seaworthy and manned by an experienced and physically capable crew. Neither the establishment of regulations or inspection of a yacht in any way limits or reduces the complete and unlimited responsibility of the captain.

**17.2** It is the sole and inescapable responsibility of each yacht to decide whether or not to start or continue racing, see RRS 4, Decision to Race.

**17.3** BIM, ACEA and RBYC, and participating sponsors of the America's Cup Superyacht Regatta 2017 regatta do not accept responsibility for loss of life or injury to participants and others, or for the loss or damage to any vessel in any way from any cause during or related to this event.

#### 18 TROPHIES AND PRIZES

**18.1** Series awards for first, second and third place in each class will be presented on Thursday 15 June following the racing that evening.

**18.2** The prestigious America's Cup Superyacht Regatta Trophy will be presented to the overall winner of the 2017 America's Cup Superyacht Regatta on Thursday 15th June 2017. The criteria for the Overall Trophy will be posted on the event website prior to 1st September 2016.

#### 19 DISCLAIMER OF LIABILITY

**19.1** Competitors participate in the regatta entirely at their own risk. Competitors agree to take any and all responsibility for the nautical qualities of their boat, the rigging, the crew's ability and the safety equipment. BIM, ACEA, RBYC and each of their respective sponsors, volunteers and all other affiliated organisations and individuals, will not accept any

liability for damage to property or personal injury or death sustained in conjunction with, prior to, during, or after the regatta. BIM, ACEA, RBYC and each of their respective affiliates, sponsors, agents, employees, officers, directors and contractors (the "Released Parties") are not responsible for any damage to property or personal injury (including death) sustained in conjunction with or prior to, during, or after the regatta and, as a condition of participating in the regatta, each participant releases all claims that it may have against any of the Released Parties for any damage to property or personal injury (including death) sustained in conjunction with or prior to, during, or after the regatta.

**19.2** The Disclaimer of Liability Form must be accurately completed and signed by the owner (or charterer), captain, crewmembers and guests of the yacht and lodged with the organisers prior to the first race of the regatta. The Disclaimer form will be posted on the website by 1 June 2017.

**19.3** In the event of any crewmember, guest or personnel change on board a yacht during the regatta, each new person shall sign the Disclaimer of Liability Form before participating in any race.

**19.4** A competitor shall be responsible for any and all property damage and personal injury (including death) incurred by yacht, its owner, its captain, its crew members, its guests and/or any third party while the yacht is in or about Bermuda which arises from the actions or inactions of the yacht, the owner, the captain or crew or guests of the yacht or which arises from the yacht's presence in or about Bermuda, and the competitor shall indemnify, defend and hold harmless ACEA, BIM and RBYC and each of their respective affiliates, sponsors, agents, employees, officers, directors and contractors (the "Indemnified Parties") from any and all claims, losses, damages and liabilities suffered or incurred by one or more of the Indemnified Parties in respect of the same.

#### 20 AMENDMENTS TO THIS NOTICE AND CONDITIONS OF RACE

The organiser reserves the right to amend this Notice of Race. Any amendments will be posted on the event website.

## AMERICA'S CUP SUPERYACHT REGATTA 2017 (ANNEX 1) ENTRY FORM

ENTRIES TO ARRIVE NOT LATER THAN 1 APRIL 2017 ACCOMPANIED BY THE ENTRY FEE.

To be sent to Boat International Media by Email: [events@boatinternationalmedia.com](mailto:events@boatinternationalmedia.com)

SYRA MEMBER

BOAT NAME \_\_\_\_\_ SAIL NUMBER \_\_\_\_\_

L.H. \_\_\_\_\_ BEAM \_\_\_\_\_ MIN DRAFT HULL \_\_\_\_\_ COLOUR \_\_\_\_\_

MODEL \_\_\_\_\_ DESIGNER \_\_\_\_\_ BUILDER \_\_\_\_\_ YEAR \_\_\_\_\_

YACHT CLUB \_\_\_\_\_ HOME PORT \_\_\_\_\_

COUNTRY \_\_\_\_\_ FLAG \_\_\_\_\_ NO. OF CREW \_\_\_\_\_ E.T.A \_\_\_\_\_

OWNER/CHARTERER \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_

COUNTRY \_\_\_\_\_ TEL \_\_\_\_\_ FAX \_\_\_\_\_

EMAIL \_\_\_\_\_ TEL ON-SITE \_\_\_\_\_

BERTH LOCATION (please state place of mooring) \_\_\_\_\_

**IMPERATIVE:** Contact details to be reached ON SITE for any daily communications from the Organising Authority

NAME/SURNAME \_\_\_\_\_ TEL ON-SITE \_\_\_\_\_ EMAIL \_\_\_\_\_

HELMSMAN \_\_\_\_\_ COUNTRY \_\_\_\_\_ EMAIL \_\_\_\_\_

TACTICIAN \_\_\_\_\_ COUNTRY \_\_\_\_\_ EMAIL \_\_\_\_\_

CHIEF STEWARD(ESS) \_\_\_\_\_ TEL ON-SITE \_\_\_\_\_ EMAIL \_\_\_\_\_

SUPPORT BOAT NAME \_\_\_\_\_ L.O.A. \_\_\_\_\_ DRAFT \_\_\_\_\_ BEAM \_\_\_\_\_ ETA \_\_\_\_\_

DRIVER \_\_\_\_\_ LOCAL TEL \_\_\_\_\_ EMAIL \_\_\_\_\_

PRESS REP (internal use only) \_\_\_\_\_ TEL \_\_\_\_\_ TEL ON-SITE \_\_\_\_\_

SIGNIFICANT REGATTA PARTICIPATION/VICTORIES \_\_\_\_\_

PROFESSIONAL CREW ON BOARD AND ROLES \_\_\_\_\_

#### 1. DISCLAIMER

It is a condition of entry that competitors and each of their participating crew members agree to comply with and to be bound by the World Sailing Racing Rules of Sailing (RRS) 2013/2016, by the Sailing Instructions and the Notice of Race. Competitors participate in the regatta entirely at their own risk. Competitors agree to take any and all responsibility for the nautical qualities of their boat, the rigging, the crew's ability and the safety equipment. BIM, ACEA, RBYC and each of their respective sponsors, volunteers and all other affiliated organisations and individuals, will not accept any liability for damage to property or personal injury or death sustained in conjunction with, prior to, during, or after the regatta. BIM, ACEA and RBYC and each of their respective affiliates, sponsors, agents, employees, officers, directors and contractors (the "Released Parties") are not responsible for any damage to property or personal injury (including death) sustained in conjunction with or prior to, during, or after the regatta and, as a condition of participating in the regatta, each participant releases all claims that it may have against any of the Released Parties for any damage to property or personal injury (including death) sustained in conjunction with or prior to, during, or after the regatta. As part of the registration process, each individual participating crew member will be required to sign a declaration accepting this disclaimer of liability.

#### ENTRY FEE:

Regatta fee: \$10,000 USD

For all NON-MEMBERS OF SYRA there is a fee of \$1,100 USD in addition to the entry fee.

Please see clause 6.1 for more information.

#### 2. MEDIA RIGHTS

Each entrant accepts and agrees, for and on behalf of the participating yacht, the captain, the crew and all guests on the yacht at any time whilst it is in Bermuda, that ACEA and BIM and their respective nominees or licensees (including, without limitation, appointed broadcasters and other media) may film and photograph each of them and use footage and photographs as well as their name, image, likeness and voice in any and all media to be published or broadcast in any media whatsoever, for editorial, promotional and/or commercial purposes in perpetuity on a royalty-free basis; provided always that the yacht owner's name and any biographical material regarding the owner shall not be published without obtaining permission from the yacht owner (and if permission is not granted, the owner shall be referred to as "the owner of [yacht name]"). As part of the registration process, each individual participating crew member will be required to sign a declaration agreeing to these media rights provisions.

#### 3. INSURANCE

Each participating boat shall be insured with valid third party liability insurance with adequate cover taking into account the value of the boats racing and the measure of damages likely to arise in the event of an accident.

#### 4. INDEMNITY

A competitor shall be responsible for any and all property damage and personal injury (including death) incurred by yacht, its owner, its captain, its crew members, its guests and/or any third party while the yacht is in or about Bermuda which arises from the actions or inactions of the yacht, the owner, the captain or crew or guests of the yacht or which arises from the yacht's presence in or about Bermuda, and the competitor shall indemnify, defend and hold harmless ACEA, BIM and RBYC and each of their respective affiliates, sponsors, agents, employees, officers, directors and contractors (the "Indemnified Parties") from any and all claims, losses, damages and liabilities suffered or incurred by one or more of the Indemnified Parties in respect of the same."

**I HAVE CAREFULLY READ THE AGREEMENT ABOVE AT POINTS 1, 2, 3 & 4 AND THE NOTICE OF RACE TO WHICH THIS ENTRY FORM IS APPENDED AND FULLY UNDERSTAND THEIR CONTENTS, I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND WAIVER OF CLAIMS AND SIGN IT OF MY OWN FREE WILL.**

NAME OF THE OWNER / CHARTERER / BOAT REPRESENTATIVE \_\_\_\_\_

Signature \_\_\_\_\_ DATE \_\_\_\_\_

**5. ATTACHMENTS** RATING/HANDICAPPING CERTIFICATE  CREW LIST  COPY OF BANK TRANSFER

**6. ENTRY FEE TOTAL** US \$ \_\_\_\_\_ CREDIT CARD PAYMENT VISA  MASTERCARD

CARD NUMBER \_\_\_\_\_ EXPIRY DATE \_\_\_\_\_ SECURITY CODE \_\_\_\_\_

CARDHOLDER'S NAME \_\_\_\_\_ TEL OF CARDHOLDER \_\_\_\_\_

Cardholder's Signature \_\_\_\_\_ DATE \_\_\_\_\_

**BANK TRANSFER IMPERATIVE:** specify as object **NAME OF THE EVENT (ACSYR) and NAME OF THE BOAT**

BANK DETAILS BOAT INTERNATIONAL MEDIA LIMITED, BARCLAYS BANK, 27 SOHO SQUARE, LONDON

**SORT CODE:** 20-78-98 **USD ACCOUNT #:** 64714177 **IBAN:** GB65 BARC 2078 9864 7141 77 **SWIFT/BIC:** BARC GB22



**SUPERYACHT**  
— REGATTA BERMUDA 2017 —  
AMERICA'S CUP

**WINNER**

**2013 ADELA**







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