

WORLD CRUISING CLUB RALLY INFORMATION PACK ARC DelMarVa 2017



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WORLD CRUISING CLUB PROVISIONAL CONDITIONS OF ENTRY ARC DelMarVa 2017



ADMV-1 DATES & COURSE

The Rally will start from Annapolis on Saturday, June 24, 2017 (weather permitting) at 1000 EDT; detailed starting instructions will be given at the skippers' briefing in the evening on the day before the start. The course is divided into three legs. Leg 1 is an overnight sail down the Chesapeake Bay to Portsmouth, VA. Leg 2 is offshore, from Portsmouth to Cape May, NJ. Leg 3 traverses the C&D Canal and finishes in Annapolis. Details about each leg and the finish of the Rally will also be given at the skippers briefing on the day before the start. The Rally will officially end with the ARC DelMarVa awards ceremony, to be held at 1800 hours (6pm) EDT on the evening of Saturday, July 1, 2017.

ADMV-2 ENTRIES

The maximum number of entries will be 40 yachts. A waiting list will be started when the upper limit is reached.

ADMV-3 ELIGIBILITY

- ARC DelMarVa is open to monohull and multihull yachts between 27ft (8.23m) and 60ft (18.30m) LOA.
- The length overall (LOA) is the actual length of the yacht and includes the bowsprit, bumpkin, asymmetric pole, pulpit, push-pit and externally hung rudder.
- The organizers reserve the right to reject, or cancel, the entry of any yacht, which in their opinion infringes the spirit of the Rally, stating the reason for doing so.
- All participants must comply with the World Cruising Club General Conditions.
- All participating yachts must have a minimum of two crew (ie: skipper plus one).

ADMV-4 SAFETY EQUIPMENT

Attention is drawn to the safety equipment required for all offshore World Cruising Club rallies, which should be used as a guide when preparing the yacht for participation; visit <http://www.worldcruising.com/Carib1500/safety.aspx>

As a minimum all ARC DelMarVa yachts must comply with USCG regulations regarding safety equipment for US-flagged sailboats in the waters in which we'll be sailing (less than 20 miles offshore).

In addition, the following items are REQUIRED for participation in ARC DelMarVa:

- lifejacket/harness combos with light, whistle, spray hood and crotch straps fitted
- jacklines running the length of the boat on each side

- fire blanket in the galley
- second, independent set of navigation lights (ie deck lights and a tricolor)
- MOB marking & recovery equipment

The following safety equipment items are RECOMMENDED:

- EPIRB
- Liferaft that complies with ISO-9650 standards

ADMV-5 BERTHING FEES

Berthing fees are not included. However, the entry fee includes discounted berthing before the start from Annapolis, MD at Port Annapolis Marina. Ocean Marine Yacht Center in Portsmouth & the Canyon Club Marina in Cape May are offering discounted dockage to rally participants. Other discounts may also be available before the start and after the finish.

ADMV-6 ENTRY FEE

The entry fee includes the following:

Pre-event

- ARC DelMarVa Rally Handbook and confirmation pack (including special offers)
- ARC DelMarVa flag
- ARC DelMarVa T-shirts for all crew
- ARC DelMarVa Newsletter (3 during build up to event) – advice about participation/equipment
- Discounted chart and pilot book order service
- Access to WCC website participant forums
- Attendance to a seminar on April 29 on offshore sailing and DelMarVa route planning and navigation.
***This seminar is mandatory for at least 2 crewmembers**

Annapolis, MD – Start

- Welcome Pack
- One issue of Sail Magazine
- Skippers' Briefing (including weather information)
- Farewell party

At Sea

- Position reporting radio net (run by participating yachts)
- Twice-daily weather forecast
- 24/7 contact with Rally Control by phone or email
- Tracking of yacht positions, including loan of a satellite tracker

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- Display of positions on ARC DeIMarVa event website

Portsmouth, VA – Stopover 1

- Happy hour in historic downtown Portsmouth
- Special pricing on dockage and services
- Skipper's Briefing before Leg 2 start

Cape May, NJ – Stopover 2

- Welcome on arrival
- Special pricing on dockage and services
- Ocean Passage party in Cape May
- Skipper's Briefing before Leg 3 start

Annapolis, MD - Finish

- Welcome on arrival
- ARC DeIMarVa awards dinner

Entry fee: **\$600.00**

ADMV-7 ENTRY FEE PAYMENT

Entries must be accompanied by full payment of the entry fee, less discount if applicable. Payments may be made by credit card (MasterCard or Visa); debit card; wire transfer; or check

ADMV-8 CREW FEE

An additional fee of \$150.00 is payable for each person on board, including the skipper. Children under 16 on June 1, 2017 are exempt. Responsibility for payment of the crew fee remains with the skipper. Crew paying individual crew fees direct to World Cruising Club will be subject to an administration charge of \$10 per crew fee.

ADMV-9 DISCOUNT

A 5% discount is applicable for payments of entry fees received by the organizers before January 31, 2017. This discount does not apply to crew fees.

ADMV-10 LATE PAYMENT SURCHARGE

Entry fees and/or crew fees paid after June 1, 2017 will incur a surcharge of 25%.

ADMV-11 DEFINITIONS

For the purpose of the ARC DeIMarVa 2017 Provisional Conditions of Entry, or any other material issued by the organizers, the following terms shall be defined as:

“The Rally” shall mean the ARC DeIMarVa.

“ARC DeIMarVa Logo” shall mean the Rally logo consisting of the World Cruising Club Ltd. icon, and the words ARC DeIMarVa, as used by the organizers

Issue 1, dated 31 August 2016

WORLD CRUISING CLUB USA

GENERAL CONDITIONS

Issue 13: 15 July 2016



US-1. OBJECTIVES

These General Conditions govern the ARC Caribbean 1500, ARC USA, ARC Pacific and ARC DelMarVa organized by World Cruising Club, which are intended primarily as fun events for cruising sailboats. They provide a framework of contacts, standards, knowledge, experience and friendly competition, to promote a more manageable, enjoyable and safer voyage for the typical offshore cruising sailor.

US-2. EVENT PROVISIONAL CONDITIONS OF ENTRY

Provisional Conditions of Entry specific to each event are shown separately, and should be read in conjunction with these General Conditions.

US-3. RULES

World Cruising Club events will be conducted under the provisions of the International Regulations for Preventing Collisions at Sea 1972 (amended 2007), these General Conditions, the Safety Equipment Requirements, the events' Conditions of Entry, and the Sailing Instructions issued before the start. In events where there is a Racing Division, Racing Rules for Sailing will apply for times as detailed in the events' Conditions of Entry; the World Sailing Offshore Special Regulations (January 2016-December 2017) for Category 1 (Monohulls) apply.

US-4. OWNERSHIP

The owner of the boat should be onboard for the Rally. Where the boat is sailed by someone other than the owner, that person must have written permission from the owner to sail the boat in the event. Boats owned by a company, club or association may participate in the Rally providing a letter of authority for its participation is sent to the organizers in advance. Boats on charter for the Rally must show a copy of the charter agreement when entering the Rally.

US-5. INSURANCE

- a. It is each owner's responsibility to carry insurance in respect of their legal obligations to third parties arising out of their interest in or use of the boat to include cover for participation in the World Cruising Club Event, from the time of arrival at the port of departure, until safe arrival at the port of destination
- b. Owners are responsible for ensuring that their Insurance Provider is made fully aware of and have issued an insurance policy in acknowledgment of participation in the World Cruising Club Event both with regard to the published itinerary and basis of entry into

the rally, whether in the cruising or racing division.

- c. A current valid insurance certificate, or a copy, must be carried onboard and shall be produced at registration prior to the event start.
- d. Owners are responsible for ensuring that any insurance premiums are paid prior to commencement of the event and that they comply with all the terms, conditions and warranties contained within the insurance policy to ensure that cover remains valid and is maintained at all times.
- e. Owners are responsible for ensuring their compliance with any laws and obligations arising from the national flag state of the boat.
- f. It is recommended that each crew member takes out a personal travel insurance policy, which should include coverage for offshore sailing, and for owners to include cancellation and curtailment to cover non participation in the event.

US-6. CREW & CREW TRAINING

- a. The minimum number of crew (including the captain) is two. The maximum number must not exceed the number of permanent bunks on board the boat.
- b. The captain and at least one crew member should have undertaken training as detailed in Appendix 2. Participants may contact the organizers for information about available courses.
- c. World Cruising Club considers the safety of all Rally participants to be paramount; ensuring proper training of the crew is the responsibility of the captain. To ensure that captains have thought about the key factors affecting safety on board, and that a minimum level of on board training is carried out before the start of an event, all captains will be issued with a Pre-Departure Safety Declaration. This should be used as an aide memoire and must be signed by the captain prior to the start, and returned to the organizers.

US-7. QUALIFYING CRUISE

Each boat must complete a qualifying cruise of the distance, and within a time before the start, as specified in the event Conditions of Entry.

US-8. LONG DISTANCE COMMUNICATIONS

This paragraph does not apply to ARC DelMarVa.

- a. At Sea E-mail
All boats must have the ability to send and receive e-mail whilst at sea, either via a satellite system or HF radio (with a pactor modem).

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- b. SSB Radio
 - i. World-ARC yachts must be fitted with a marine SSB HF radio transceiver covering the 2 – 22 MHz bands.
 - ii. ARC, ARC Europe, ARC Caribbean 1500, ARC Pacific and ARC USA. It is strongly recommended that yachts participating in these events are also fitted with SSB radio to enable participation in the Radio Net during the offshore passages.
- c. Daily Radio Net

On World-ARC, ARC, ARC Europe, ARC Caribbean 1500, ARC Pacific and ARC USA a daily radio call will also be conducted within the fleet on VHF and SSB frequencies. This is for safety reasons and its main purpose is to assist with serious emergencies.

US-9. POSITION TRACKING

World Cruising Club will provide a satellite tracking device to boats for the event, as detailed in the event Conditions of Entry. Positions will be displayed on the official event website. Participants may be required to complete a hire agreement that comes into force on a specified date at the end of the event, and after that date to pay a weekly charge until the unit is returned to the organizers. Boats failing to complete the hire agreement will be moved to the Open Division, in which there are no results.

US-10. DOCKING

Boats cannot be assured of an individual slip and may be asked to raft up to another boat. The organizers reserve the right to assign slips to boats on arrival in a port and to ask boats to move during the stopover should it be necessary. Boats that move from their designated slip must keep the organizers informed as to their whereabouts. Failure to comply with docking requests made by the organizers may lead to disqualification from the event.

US-11. SAFETY EQUIPMENT INSPECTION

This paragraph does not apply to ARC DeIMarVa.

All boats must be available for a Safety Equipment Inspection before an event start, during the period specified in the Event Conditions of Entry. The inspecting officer will sight the items listed in the Rally Safety Equipment Requirements and may also check the measurements supplied on the entry form for the calculation of the boat's rating. Boats that do not comply will be asked to withdraw from the Rally. The decision of the organizers will be final. The entry fee and crew supplements will be returned in full.

US-12. CAPTAINS BRIEFING

The captain, or his/her representative, and one crew member, of every boat must be present at the captains

briefing held on the day before the start. Failure to do so may lead to disqualification.

US-13. IDENTIFICATION

- a. EVENT NUMBERS

Every boat must display an identification number, (when supplied by the organizers), in a visible position adjacent to the cockpit.
- b. EVENT FLAG

Each boat will be supplied with an Event flag, which must be displayed from the port spreader, or similar position, throughout the Event.

US-14. DIVISIONS

Boats taking part in an event can join one of the following divisions (not all divisions are available for all events – see Event Conditions of Entry):

- i. Division I (Cruising): Results in this division will be calculated according to the World Cruising handicap. The use of the engine for propulsion is allowed in this division and the time the engine was used for propulsion, as well as the nautical miles covered under power, must be accurately recorded and reported to the organizers on arrival in port. An adjustment factor will be applied to the total engine hours when results are calculated. Boats that motor for more than one third of the course distance will automatically move to Division III (Motorsailing), in which no results are calculated.
- ii. Division II (Racing): Results in this division will be calculated according to the IRC rating and the use of the engine is forbidden. Boats motoring will be transferred to the Open Division, in which no results are calculated.
- iii. Division III (Motorsailing): Boats in Divisions I and IV that motor for more than one third of the distance of any leg are automatically transferred into this division, in which no results are calculated.
- iv. Division IV (Multihulls): This division is open to cruising multihulls. Every boat will receive a World Cruising Club handicap. A limited amount of motoring is allowed in this division and the same provisions apply as in Division I.
- v. Division V (Open): Boats outside the size range for an event, or of unusual design, may be allowed to join this Division, in which motoring is allowed, and no results are calculated.
- vi. Division VI (Motor boats): This division is open to powered vessels; boats joining it are exempt all regulations pertaining to boats under sail.

The organizers reserve the right to decide which division a boat shall participate in.

US-15. HANDICAPS

Performances in Divisions I, III, and IV will be judged on the World Cruising Club handicap. In order to obtain a World Cruising Club handicap, every captain must supply measurements of the boat as detailed on the event entry form, or event data sheet. Handicaps will not be recalculated at the request of the owner or captain of a particular boat if the disputed handicap has been arrived at as a result of incorrect data supplied on the original entry form or data sheet.

Boats in Division II (Racing) will compete under IRC. Participants intending to race must obtain a valid IRC rating certificate, paying the required fee themselves. A copy of the certificate must be submitted to the organizers as soon as possible, but in any case not later than 3 days before the start; no changes are permitted after that time.

US-16. CLASSES

Boats may be subdivided into separate classes by handicap TCF bands. The bands will be announced before the event start. The minimum number of boats in each class will be six. No separate classes will be created if there are fewer than 10 boats in any division.

US-17. ENGINES

The use of engines for propulsion is permitted except in Division II (Racing). All boats, except any motor boats, must cross the starting and finishing lines under sail. From 5 minutes before the start, and for the first two hours after the start, engines must not be used for propulsion except in an emergency. The engine hours and the nautical miles covered under power must be recorded and logged on the Arrival Declaration.

US-18. ARRIVAL DECLARATION

The captain of each boat must complete the arrival declaration at the end of the event, or each leg of the event, on which the finishing time, the number of hours motored and the distance covered through the water whilst under power must be reported. The captain and every crew member over 18 will be required to sign the declaration which must be handed to a Rally official immediately on arrival in port. Declarations received more than one hour after arrival may result in a 5% time penalty, or a minimum of two places.

US-19. PRIZES

A full list of prizes and special awards will be published before the start of each event.

US-20. PROTESTS

The intention to protest must be announced by all available means at the earliest opportunity. All protests

must be made in writing and handed personally to an event official within 3 hours of crossing the finishing line. The matter will be judged by the Protest Committee within one week of the protest being lodged. The decision will be posted on the official noticeboard. The Protest Committee will be composed of the event Committee and will be presided over by an independent vote-casting chairman nominated by the organizers. Decisions taken by the Protest Committee are final. A fee of \$500 [or equivalent] cash must be deposited with each protest. This fee is forfeited if the protest is dismissed.

US-21. PENALTIES

The protest committee will award time penalties using a percentage system and/or minimum place penalty. The elapsed time of the penalized boat will be increased by the percentage awarded and/or its placing in the results changed. Serious infringements of the rules may lead to disqualification.

US-22. WITHDRAWALS/LANDFALLS

Boats that make a landfall after the start outside the next port of destination for whatsoever reason must notify the organizers immediately. The telephone numbers and email addresses will be in the Sailing Instructions issued for that leg. Failure to do so may result in the boat being disqualified. If failure to do so results in the mounting of a search and rescue operation, the owner of the boat will be held responsible for the cost of the operation.

US-23. NON STARTERS/LATE STARTS/RE-STARTS

- a. Boats starting more than thirty minutes after the official start time must inform the organizers (directly by telephone or e-mail) when the boat is ready to start the voyage. The captain of a boat must contact the organizers when the boat is ready to resume an interrupted voyage.
- b. Boats starting prematurely (i.e. before the ten minute signal) will be considered as not taking the start and classified as DNS.
- c. No redress will be given for late starts, or time spent in port for whatsoever reason.

This is for reasons of your own safety and must be strictly complied with.

US-24. SPONSORSHIP

Sponsorship of individual boats is allowed; the permission of the organizers must be obtained in writing before any agreement is signed with a potential sponsor. Sponsorship from cigarettes or tobacco related products will not be accepted. The organizers must be consulted before a sponsorship deal is considered with manufacturers of

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alcoholic beverages or pharmaceutical products, as these may not be acceptable. A sponsorship surcharge is payable by sponsored boats.

Names of boats that are not sponsored must not be associated with any commercial company, trade name, product or website, nor must the name of the boat be used for advertising purposes before, during or after an event.

US-25. ADVERTISING

Non Sponsored Boats. The use of advertising names will not be allowed in any form, either in the boat's name, on the hull or any other equipment including sails, apart from the usual positioning of manufacturers' names, and crew clothing. Company flags or any advertising material must not be shown either during the rally or while the vessel is in port.

Sponsored Boats. There are no limits to the display of advertising, although the front one quarter of both sides of the hull are reserved by the organizers to display advertising as may be required for an overall event sponsor.

All boats will be required to display advertising of event sponsors as required by the organizers. Failure to do so may lead to disqualification from the event.

US-26. SPONSORSHIP SURCHARGE

A surcharge of 100% of the basic boat entry fee must be paid by sponsored boats.

US-27. DRESSING OVERALL

Every boat must be dressed overall with a set of international code flags for a specified period before the event start and from arrival in port until the official end of the event.

US-28. ENTRIES

Participants should enter an event on line via www.worldcruising.com/booking. The Entry Fee must be paid at the time of entry (see event Conditions of Entry for details of Entry Fees). A maximum number of entries for each event may be specified; a waiting list will be started when the upper limit is reached. Boats that transfer from a previous year's event must enter on line or complete a valid current Entry Form.

US-29. PAYMENT METHODS

- a. Visa and MasterCard credit and debit cards accepted.
- b. Electronic Bank Transfer. Fees may be paid by bank transfer in US\$, net of all charges to:
World Cruising Club USA LLC
Routing # 051408949
Account # 0246020644
Swift //FW51408949
Towne Bank, 550 Settlers Landing Road, Hampton, VA 23669

Your name and boat name should be included as reference.

- c. By Check. Paid in US\$ payable to World Cruising Club USA LLC.

US-30. REFUNDS

- a. A refund of Entry Fees and Crew Fees paid will be made for withdrawals received in writing by the organizer's before the scheduled event start date, in accordance with the table below:

Time before event start date	Entry Fee	Crew Fees
>16 weeks	75%	100%
16 to 12 weeks	50%	100%
12 to 8 weeks	0%	50%
<8 weeks	0%	0%

- c. All refunds will be made in US Dollars.
- d. Alternatively, at any time up to four weeks before the scheduled event start date the full fees paid, less an administration fee of \$250, may be credited against an entry for another World Cruising Club event in the following year, or the next World ARC. Any fees carried forward as a credit in this way are non refundable for subsequent withdrawals.

US-31. CANCELLATION

In the unlikely event of a Rally being cancelled before the start all entry fees and crew fees paid to the organizers will be refunded.

US-32. RESPONSIBILITY

It is the sole and exclusive responsibility of each captain to decide whether or not to start or continue the Event.

The owner is wholly responsible for the safety of himself, the crew, the boat, its' contents and in particular the owner shall:

- a. ensure that the boat is fully found, thoroughly seaworthy and crewed for a long ocean passage;
- b. be satisfied as to the soundness of hull, spars, rigging, sails and all gear;
- c. ensure that all the safety equipment is properly maintained and stowed and that all the crew knows where it is kept and how it is to be used;
- d. ensure that each participating crew is individually responsible for wearing personal buoyancy adequate for the prevailing conditions, the owner hereby acknowledges that each member of the boat's crew will be so briefed;
- e. ensure the competence and health and safety of the boat's crew at all times; and

- f. ensure that at the start of the Event he signs a declaration absolving the organizers of any liability arising in connection with the Event and agreeing to indemnify the organizers against all such liabilities involving or connected with the owner's boat or her crew. Before the start the owner shall declare to the organizers the names and nationalities of each person on board his or her boat.

Neither the establishment of these General Conditions, nor the inspection of the boat under these regulations in any way limits or reduces the complete and unlimited liability of the owner.

US-33. LIABILITY

The organizers shall in no circumstances whatsoever be liable to the owner and or his crew for any loss of profit, damages, costs or direct or indirect or consequential loss to property whatsoever or for any economic loss whatsoever and howsoever it may arise.

Where any valid claim for breach of these conditions is notified to the organizers the organizers may refund the initial entry fee and crew fees, or a proportionate part of the fees but the organizers shall have no further liability to the owner.

The organizers shall not be liable to the owner and or his crew for any breach of contract by reason of any delay in performing or any failure to perform any of the organizers obligations in relation to the Event if the delay or failure was due to any cause beyond the organizers reasonable control.

US-34. MEDIA & FILM RIGHTS

- i. Media Rights. The organizers retain the rights over all images, film and written material submitted to World Cruising Club by event participants. And further over all images, film and written material created by the organizers and featuring any participant in any World Cruising Club event.
- ii. Broadcast Rights. The organizers retain the rights over all film, television and other audio-visual material taken during or about World Cruising Club events in respect of the production, sale and distribution, and public broadcasting of such material. The organizers may grant permission to individual participants to put material at the disposal of other television or production companies or to produce their film, provided such material has been submitted to the organizers first. Any participant who enters into an agreement with a television or production company to record or supply material during an event without the written permission of the organizers will be immediately disqualified and requested to withdraw from the event. The organizers may take legal action against any infringement of broadcasting rights.

US-35. EVENT LOGOS

Event logos may not be re-produced in any form without prior written consent of the organizers and payment of a license fee. Participants in breach of this condition of entry will be invoiced a license fee of no less than \$200, and may be excluded from the event.

US-36. AMENDMENTS AND INCORPORATION

It may be necessary for the organizers to change these General Conditions at short notice and the organizers therefore reserve the right to amend the General Conditions of Entry and Event Rules at their discretion and without prior notice or consultation. Participants will be notified of amendments in the event Newsletter, or in port before the start of the event. These General Conditions incorporate the Safety Equipment Requirements and the events' Provisional Conditions of Entry.

US-37. TRANSLATION AND LAW

In case of dispute over the translation of these General Conditions, Safety Equipment Requirements, and the events' Conditions of Entry, or any other material issued by the organizers, the English language version shall prevail.

These Conditions shall be governed by the laws of the State of Delaware and the owner agrees to submit to the exclusive jurisdiction of the Delaware courts.

US-38. DISQUALIFICATION

Failure to observe the World Cruising Club General Conditions may lead to disqualification from an event. Non-observance of Regulations 22) and 23) will lead to instant disqualification. Boats that have been disqualified will be requested to leave the area of the port reserved for the event immediately. Boats disqualified from an event before the start will have their entry fee and crew fees refunded in full, or for events with more than one leg a proportion of the entry fee and crew fees for each leg not completed.

US-39. DEFINITIONS

For the purpose of the General Conditions, and Safety Equipment Regulations, or any other material issued by the organizers, the following terms shall be defined as:

"The event" shall mean a specific rally or race organized by World Cruising Club.

"The organizers" shall refer to World Cruising Club USA LLC., trading as World Cruising Club, and its employees.

"The captain" shall mean the owner of the participating boat or his or her authorized representative.

Issue 13 US, dated July 15, 2016