



MSS #1
Hosted by Wayzata Sailing
456 Arlington Circle S
Wayzata, MN 55391
April 23rd, 2022



Notice of Race (NOR)

1 RULES

- 1.1 The event is governed by the rules as defined in *The Racing Rules of Sailing*.
- 1.2 The ISSA Procedural Rules 2021-2024 available at <https://hssailing.org/documents/ISSA-PR-2021-2024.pdf> apply.
- 1.3 The MISSA Supplemental Rules available at <https://missa.hssailing.org/about/missa-district-rules> apply.

2 SAILING INSTRUCTIONS

- 2.1 The sailing instructions will be available after 1700 on Friday April 22nd.

3 COMMUNICATION

- 3.1 The online official notice board is located at <https://scores.hssailing.org/s22/mn-conference/>
- 3.2 On the water, the race committee will make courtesy broadcasts to competitors & coaches on VHF radio. The channel will be stated in the SIs.

4 ELIGIBILITY AND ENTRY

- 4.1 This event is a MISSA Tier 3 regatta, open to MISSA teams in good standing.
- 4.2 Teams enter the event online, first come first serve, <https://wayzatasailing.salsalabs.org/MSSCon1423?page=register>
- 4.3 To be considered an entry in the event, a boat shall complete all registration requirements and pay all fees by 0900 on Saturday April 23rd.
- 4.5 The following restrictions on the number of boats apply: 18 teams

5 FEES

5.1 Entry fees are as follows: \$80 per team

5.2 Lunch will not be provided

6 SCHEDULE

6.1 The scheduled time of the warning signal for the first race is 1000.

6.2 No warning signal will be made after 1530.

7 COURSES

7.1 Courses will be set and sailed in accordance to the recommendations set forth in the ISSA Procedural Rules 2021-2024. Any changes will be noted in the Sailing Instructions.

8 SCORING

8.1 A minimum of three races in each division is required for a regatta to be scored.

8.2 A boat's series score shall be the total of her race scores, in accordance with ISSA PR.

9 SUPPORT PERSON VESSELS

9.1 Support vessels shall keep clear of the race course and only coach from the SI designated area between races.

10 RISK STATEMENT

10.1 RRS 3 states: 'The responsibility for a boat's decision to participate in a race or to continue to race is hers alone.' By participating in this event each competitor agrees and acknowledges that sailing is a potentially dangerous activity with inherent risks. These risks include strong winds and rough seas, sudden changes in weather, failure of equipment, boat handling errors, poor seamanship by other boats, loss of balance on an unstable platform and fatigue resulting in increased risk of injury. **Inherent in the sport of sailing is the risk of permanent, catastrophic injury or death by drowning, trauma, hypothermia or other causes.**

10.2 **All participants must complete and submit the attached waiver (or if a minor, have it completed for them by a parent/legal guardian) before going afloat.**

OR

The above requirement may be waived by Wayzata Sailing, on condition that a competing venue/team's program participation waiver has a statement of risk and waiver of those risks that includes participation at racing events at other sites, specifically including Wayzata Sailing or a blanket mention of scheduled regatta venues. The acceptance of this

language and waiver substitution is at the sole discretion of Wayzata Sailing. If seeking to waive the individual waiver requirements, a venue or team should submit their program waiver before 1200 on Friday April 22nd to office@wayzatasailing.org for discretion.

11 PRIZES

11.1 No prizes shall be awarded

12 COVID-19

12.1 The sailing instructions may specify additional ISSA PR changes that affect the schedule, including (but not limited to): limiting equipment rotations, limiting sailor rotations between divisions, scheduling divisions during separate times, or sailing both divisions concurrently on the water.

13 FURTHER INFORMATION

13.1 CONTACT INFORMATION

Regatta Contact: Matthew Zupon (952) 476-5875 office@wayzatasailing.org

**Wayzata Sailing Agreement for
Assumption of Risk, Release of Liability, Waiver,
Indemnification, and Agreement Not to Sue ("Agreement")**

Wayzata Sailing, a Minnesota nonprofit organization, (the "Organization") requires this Agreement (including without limitation Assumption of Risk, Release of Liability, Waiver, Indemnification, and Agreement Not to Sue) in order to participate in programs including without limitation:

- youth, adult, and intergenerational educational programs;
- outdoor and water activities (including without limitation swimming, sailing, sailboat racing, windsurfing, foiling (by wind power or behind a powerboat), paddle boarding, fishing, powerboating, and STEM activities); and
- activities, programs, camps, classes, courses, session, webinars, labs, lessons, practices, races, regattas, competitions, sailing adventures, scholarships, volunteering activities, preparation for offsite activities, socials, community events, and/or presence or participation in connection with Organization or its programs (hereinafter referred to as "Program(s)").

Organization operates Programs in: its building and on its premises, docks and boats; the parking lots, premises and docks of Wayzata Yacht Club; and Wayzata Bay. In addition, Organization uses public and private properties as alternate sites in connection with its Programs including but not limited to:

- public property, sites and parks of Lake Minnetonka, Wayzata, Plymouth, and Long Lake;
- other sailing schools, centers, associations, yacht clubs, sites and venues used for Programs or sponsoring any local, Midwest, or national sailboat racing clinic, competition, or regatta; and
- any private property permitted to be used by Organization (hereinafter referred to as "Alternate Sites").

Alternate Sites include public space, sidewalks, docks, waterways, and right-of-ways used by Organization in connection with Programs.

"Released Parties" means: Wayzata Sailing Foundation dba Wayzata Sailing; Wayzata Yacht Club; Alternate Sites; the owners of any Program or Alternate Sites; and each of their respective insurers, licensees, licensors, outreach programs, competition managers, organizing authorities (including without limitation yacht clubs and associations such as ILY, MISSA, MCSA, and US Sailing), promoters, sponsors, advertisers, beneficiaries, venue providers, cooperative organizations or businesses, and supporting organizations, together with each of their board of directors, governors/directors, officers, members, staff, personnel, employees, participants, donors, volunteers, chaperones, organizers, agents, representatives, contractors, and any other persons present or involved in any way with the Program or Organization.

For and in consideration of Organization allowing me, the undersigned, or my children and registrants to participate in Organization's Program(s), I, for myself, and on behalf of my spouse, child(ren) and other persons I register (registrants), and our respective heirs and next of kin, and any legal and personal representatives, executors, administrators, successors, assigns, and anyone else who may might sue on behalf of me or my children or registrants) (hereinafter referred to collectively as "**We**") hereby knowingly, willingly, and voluntarily agree to the covenants, representations, warranties, and terms and conditions of this Agreement.

1. I/WE AGREE TO FOLLOW ORGANIZATION'S RULES, REGULATIONS, POLICIES & DIRECTIONS.

I/We agree to follow all of the then-current Organization's rules, regulations, policies, and directions, including without limitation:

- the attached Rules, Regulations, and Policies (including without limitation **COVID-19** related health and safety measures required by Organization); and
- verbal or written directions of Organization or its staff.

Failure to follow Organization's rules, regulations, policies or directions may subject participant(s) to expulsion from Organization's site or the Program(s).

2. I/WE ACKNOWLEDGE THE RISKS.

I/We knowingly, willingly and voluntarily acknowledge the inherent known and unanticipated risks, dangers, and hazards associated with (or in connection with) the Programs, and that participation in any Programs involves risks, dangers and hazards including, without limitation, the potential for:

- illness, sickness, and disease (including without limitation tetanus or infectious or communicable diseases such as exposure, contracting, infection and/or transmission of **COVID-19**);
- close physical proximity or contact with crew, skippers, other persons (that may result in exposure, contracting, infection and/or transmission of **COVID-19**);

- hypothermia, trauma, injury, emotional injury, paralysis, bodily injury (including broken bones, torn ligaments, concussion(s), or head or neck injury), serious bodily injury, dismemberment, disability, permanent disability, personal injury, pain & suffering, drowning (or brain damage caused by near drowning or being hit by boom) and/or death;
- loss of balance or falling overboard;
- thrown rocks or other objects;
- loss of (or damage to) clothing, bicycle, vehicle or personal property (including without limitation cellphones or other devices);
- weather, lake conditions, exposure to extreme conditions or circumstances, or acts of God (including without limitation cold water, gusts, downburst, straight line winds, strong winds, rough waves, sudden changes in weather, storms, etc.);
- accidents, contact or collision with (or actions or inactions of) me or my child(ren) or registrants or others (including without limitation participants, competitors, attendees, spectators, race officers, or other boats or traffic on the-water or in the community);
- accidents, contact or collision with natural or manmade objects (including without limitation a boat, boom, propeller, fish hook, grounding or running into a dock);
- facilities issues and/or premises conditions of public areas, Alternate Sites, and/or Organization;
- participants of varying knowledge and/or skill levels;
- poor seamanship or boat handling errors by participant, participant's boat or other boats;
- inadequate (or failure of) boats, equipment, safety equipment, or safety measures;
- situations beyond the control of participant(s) or **Released Party(ies)**; and/or
- OTHER UNDEFINED, NOT READILY FORESEEABLE AND PRESENTLY UNKNOWN RISKS, HAZARDS AND DANGERS (hereinafter referred to as "**Risk(s)**").

3. I/WE ASSUME THE RISKS.

I/We understand the risks (including without limitation **Risks**) may be caused in whole or in part or result directly or indirectly from the act, error or omission (or fault) of: me or my child(ren) or registrant; participants; **Released Party(ies)**; or others (including without limitation other participants in the Programs or their families or friends, or spectators or the general public on the lake, on Organization's premises or Alternate Site(s), or the neighborhood or community).

I/We hereby knowingly, willingly, and voluntarily assume all risks (including without limitation **Risks**) inherent in participation or presence in the Programs, use of Alternate Sites or Organization facilities or premises, or that might be (or have been) caused by the negligent act, error or omission (or fault) of **Released Party(ies)**, whether known or unknown, or foreseen or unforeseeable.

I/We accept sole responsibility for all damages, liabilities, losses, liability, costs and expenses that I/We incur (or cause) as a result of participation or presence in the Programs.

I/We assume the risk of exposure, contracting, infection and/or transmission of **COVID-19**, which could result in quarantine requirements, illness, sickness, disability, permanent disability, injury and/or death of me and/or my child(ren), registrants, common household persons, family, friends and/or other person(s).

I/We acknowledge participation in the Program(s) is purely voluntary and choose to participate despite such risks (including without limitation **Risks**). I understand I can remove myself and participant from participating in any Program(s) at any time. If I believe Program condition(s) are unsafe, it is entirely my responsibility to discontinue participation in any Program.

4. I/WE AGREE TO WAIVE AND RELEASE WAYZATA SAILING & OTHER RELEASED PARTIES OF LIABILITY(IES).

IN CONSIDERATION OF PARTICIPATION IN ANY PROGRAM(S), I/WE HEREBY RELEASE (AND FOREVER WAIVE AND DISCHARGE) **RELEASED PARTIES** FROM AND AGAINST ANY AND ALL PAST, PRESENT AND FUTURE LIABILITIES, DEMAND(S), ACTION(S), SUITS, AND CLAIMS (WHETHER KNOWN AND UNKNOWN OR FORESEEN AND UNFORESEEABLE) IN LAW OR IN EQUITY, IN CONTRACT, IN TORT, OR UNDER COMMON LAW, OR UNDER ANY STATE OR FEDERAL STATUTE OR OTHERWISE ("**COLLECTIVELY "CLAIMS"**"), DAMAGE(S), LOSS(ES), INJURY(IES), COST(S), OR EXPENSE(S) (INCLUDING COURT COST(S) AND REASONABLE ATTORNEYS' FEE(S)) OF ANY KIND OR NATURE ("**LIABILITY(IES)**"), WHICH ARE BASED ON, ARISE OUT OF, RESULT FROM, LOGICALLY OR CAUSALLY RELATE TO, OR IN ANY WAY CONNECTED WITH:

(1) PARTICIPATION IN OR PRESENCE AT ANY PROGRAM(S) BY ME OR MY CHILD(REN OR REGISTRANT(S);

(2) THE FACILITIES, EQUIPMENT, OR PREMISES OF ALTERNATE SITES OR ORGANIZATION (OR USE THEREOF);

(3) **CLAIMS OR LIABILITY(IES)** CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT, ERROR OR OMISSION (OR FAULT) OF **RELEASED PARTIES**; OR

(4) ANY ILLNESS, SICKNESS, LONG TERM SICKNESS, DISEASE, DISABILITY, PERMANENT DISABILITY, QUARANTINE, INJURY OR DEATH CAUSED BY (OR RELATED TO) THE EXPOSURE, CONTRACTION, INFECTION, OR TRANSMISSION OF TETANUS, **COVID-19**, OR OTHER INFECTIOUS OR COMMUNICABLE DISEASE (OR COMPLICATIONS OR CONDITIONS CAUSED BY OR ASSOCIATED THERETO).

5. I/WE AGREE TO INDEMNIFY WAYZATA SAILING AND OTHER RELEASED PARTIES.

I/We agree to indemnify and hold harmless the **Released Parties** from any and all **Claims** and **Liability(ies)** imposed on, incurred by, or asserted against any **Released Party(ies)** based on, arising out of, resulting from, logically or causally relating to, or in any way in connected with:

- (1) participation in or presence at any Program(s) by me or my child(ren) or registrant(s);
- (2) damage to property or Alternate Sites caused by me or my child(ren) or registrants;
- (3) breach of this Agreement by (or any act, error or omission or fault of) me or my child(ren) or registrant(s);
- (4) noncompliance with Organizations rules, regulations, policies or directions (including without limitation noncompliance with Organization's **COVID-19** rules) by me or my child(ren) or registrant(s); or
- (5) any illness, sickness, long term sickness, disease, disability, permanent disability, quarantine, injury or death caused by (or related to) the exposure, contraction, infection, or transmission of tetanus, **COVID-19** or other infectious or communicable disease (or complications or conditions caused by or associated thereto).

6. I/WE AGREE NOT TO SUE WAYATA SAILING AND OTHER RELEASED PARTIES.

I/We understand that I/We do not (and will not) have a factual or legal basis to bring any action or claim (including without limitation **Claim**) against **Released Parties** involved any way with any Program(s).

IN ADDITION, I/WE AGREE NOT TO SUE, AND WILL NOT MAKE ANY **CLAIM(S)** AGAINST, ANY **RELEASED PARTIES** (AND SURRENDER ANY RIGHT I/WE MAY HAVE OR MAY LATER ACCRUE TO RECOVER, THROUGH A COURT OF LAW OR BY OTHER MEANS, COMPENSATION) FOR ANY **LIABILITIES** BASED ON, ARISING OUT OF, RESULTING FROM, LOGICALLY OR CAUSALLY RELATING TO, OR IN ANY WAY CONNECTED WITH:

- (1) PARTICIPATION IN (OR PRESENCE AT) ANY PROGRAM;
- (2) THE FACILITIES, EQUIPMENT, OR PREMISES OF ALTERNATE SITES OR ORGANIZATION (OR USE THEREOF);
- (3) **CLAIMS OR LIABILITIES** CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT, ERROR OR OMISSION (OR FAULT) OF **RELEASED PARTIES**; OR
- (4) ANY ILLNESS, SICKNESS, LONG TERM SICKNESS, DISEASE, DISABILITY, PERMANENT DISABILITY, QUARANTINE, INJURY OR DEATH CAUSED BY (OR RELATED TO) THE EXPOSURE, CONTRACTION, INFECTION, OR TRANSMISSION OF TETANUS, **COVID-19** OR OTHER INFECTIOUS OR COMMUNICABLE DISEASE (OR COMPLICATIONS OR CONDITIONS CAUSED BY OR ASSOCIATED THERETO).

7. I/WE AUTHORIZE (AND WAIVE AND RELEASE OF LIABILITY) FOR TRANSPORTATION AND MEDICAL TREATMENT.

- A. If Organization believes I/We may need medical attention for injury or illness while participating in a Program, I/We authorize Organization staff to give me and my children and registrants first aid, and to arrange transport of me and my children and registrants to shore.
- B. IN CONSIDERATION OF PARTICIPATION IN ANY PROGRAM(S), **I/WE RELEASE (AND FOREVER WAIVE AND DISCHARGE) ALL RELEASED PARTIES** FROM AND AGAINST ALL **CLAIMS AND LIABILITIES** WHICH ARE BASED ON, ARISE OUT OF, LOGICALLY OR CAUSALLY RELATE TO, OR IN ANY WAY CONNECTED WITH **RELEASED PARTIES** AUTHORIZING, PERMITTING OR GIVING ASSISTANCE, RESCUE, AID, CARE, ADVICE, TRANSPORTATION, EMERGENCY CARE, FIRST AID, TREATMENT, OR EMERGENCY MEDICAL SERVICES OR RESPONSE (INCLUDING WITHOUT LIMITATION **CLAIMS OR LIABILITIES** THAT MAY BE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT, ERROR OR OMISSION (OR FAULT) OF **RELEASED PARTY(IES)** RELATED THERETO).
- C. Additional Transportation Considerations.
 1. I/We also give my permission for me and/or my child(ren) and registrant(s) to participate in walking field trips in the community.
 2. I/We give permission for me and my child(ren) and registrant(s) to walk in the community (or be transported via boat) in connection with: Programs occurring (in whole or in part) at Alternate Sites; inclement weather; pick up/drop off; an emergency; or arranging medical attention.
 3. I/We hereby acknowledge that Organization will assume only the parents / legal guardians listed in registration materials may pick up the child(ren)/registrants at any time during a Program.

8. I/WE AGREE TO PUBLICITY RELEASE.

I/We acknowledge participants may take pictures of each other and use them (including on the internet) and Organization is not responsible or liable for such activity.

I/We grant permission for Organization and its staff, photographers and volunteers to record photos, images, likeness, videos, audio and/or other information (including without limitation boat performance data) of me and my child(ren) and registrants in connection with participation in or presence at Programs including without limitation: on-the-water; the facilities, property or premises of Organization, Wayzata Yacht Club or Alternate Sites; or in boats of Organization or Alternate Sites.

I/We grant Organization (and its sponsors and other coordinating organizations and partnerships) the perpetual, irrevocable right, license and permission to use, publish and distribute the name, photos, images, likeness, videos, audios, scoring, results, finishes, statements and other information of me and my child(ren) and registrants in all forms and media worldwide (including without limitation emails, website and/or social media) without compensation, restriction or further permission.

9. GENERAL

If there is any dispute(s) regarding this Agreement, I/We agree that such dispute will be governed by the laws of the state of Minnesota (excluding choice of law rules thereof), and only be brought in a court of competent jurisdiction in Hennepin County, Minnesota within one year of agreeing to this Agreement.

I/We agree that this Agreement (and any rights therein) may not be assigned.

This Agreement (including participant registration and Organization’s notices, rules, regulations, and policies) 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 portion of this Agreement is found unlawful, void or unenforceable, the remaining portions will remain in full force and effect.

THIS IS A LEGALLY BINDING AGREEMENT THAT I/WE AGREE TO OF OUR OWN FREE WILL.

I HAVE CAREFULLY READ THIS DOCUMENT IN ITS ENTIRETY, UNDERSTAND ALL OF ITS TERMS AND CONDITIONS, AND KNOW ITS CONTAINS AN ASSUMPTION OF RISK, RELEASE OF LIABILITY, WAIVER, INDEMNIFICATION, AND AGREEMENT NOT TO SUE.

By typing “I/WE AGREE” online or signing below, I, as the participant or as parent/legal guardian of the participant) hereby accept and agree to the terms and conditions of this Agreement in connection with participation or presence in any Program.

AGREED:

Signature*: _____ Printed Name: _____

Date: _____ Participant Name: _____

*Participant’s signature unless participant is under 18 years of age, then parent/legal guardian’s signature is required.