



12th ANNUAL

# LIBERTY CUP REGATTA™

9/10 SEPTEMBER, 2023

Hosted by **LIBERTY YACHT CLUB**



## NOTICE OF RACE

Liberty Yacht Club (LYC) is the Organizing Authority (OA) of the 12<sup>th</sup> Annual Liberty Cup Regatta (LCR), to be held September 9 & 10, 2023 in the Upper Bay of NY Harbor.

### 1. RULES

1.1 Racing will be governed by: The rules, as defined in the Racing Rules of Sailing (RRS), including the US SAILING prescriptions, the Performance Handicap Racing Fleet (PHRF) Regulations, as administered by PHRF-Mid Atlantic (PHRF-MA), and one-design Class rules for any one-design racing with the following exceptions:

a. For the J105 Class, as per RRS 87, CR 7.1 is amended to allow one “*Junior Crewmember*” on board and not to be included in the overall crew weight limit. A junior crewmember shall be defined as a crew member under the age of 15 at the time of the event.

1.2 The current Nearshore category of the US Safety Equipment Requirements (SER) and associated Appendices (SER) shall apply. In the event of a conflict between the SER and applicable class rules, the class rules shall apply.

### 2. ADVERTISING

2.1 Pursuant to CR 2.8 and ISAF Regulation 20, ISAF Advertising Code, including ISAF Regulation 20.5.6(a), advertising shall be permitted on boats so long as it does not interfere with the performance of the boat or crew, is in good taste, and is not of an overtly sexual nature.

2.2 Boats may be required to display advertising chosen and supplied by the OA.

### 3. ELIGIBILITY AND ENTRY

3.1 The regatta is open to all offshore boats that are 22ft LOA or larger, and racing under PHRF or a One-Design Class.

3.2 The OA may reject the entry of any yacht that does not in its consideration meet the general parameters of the other yachts entered with regard to size or design.

3.3 Eligible boats may enter by completing the online registration form and paying the entry fee at [www.yachtscoring.com](http://www.yachtscoring.com) by 5pm local time Thursday of September 7, 2023.

3.4 As part of the registration process, each owner, skipper, and individual participating crew member shall sign a Crew Waiver Form available on YachtScoring.com which shall be completed by September 7, 2023.

3.5 Boats will be placed in classes at the discretion of the Race Committee. A listing of entrants by class and starting area will be available online at YachtScoring.com no later than the Skipper's meeting on the day of the first race. It is the intent of the OA to have at least a One-design class, at least one spinnaker class, and at least one non-spinnaker class.

#### **4. CLASSIFICATION**

4.1 For the J105 Class this is a Level A event under CR 3.6.

#### **5. FEES**

5.1 The entry fee is \$150 per boat, if entered on or before August 15, 2023.

5.2 After August 15, the entry fee will be \$175 per boat.

#### **6. QUALIFICATIONS SERIES AND FINAL SERIES**

6.1 For Fleet 10 of the J105 Class, this event shall qualify towards the Fleet 10 season trophy.

#### **7. PRELIMINARY SCHEDULE**

7.1 Dates of Racing: September 9-10, 2023

##### **Friday, September 8**

1830-2000 - Gosling's Greeting / Lightship

##### **Saturday, September 9**

0900-1030 Dinner ticket and shirt sales begin Liberty Landing Marina Lightship

1030 Skippers meeting and check-in – Aboard deck of LYC Lightship

1225 Warning signal for the first race of the day

1800 Party at Surf City – 6pm – 8pm \*

##### **Sunday, September 10**

0800-0900 Coffee and bagels Liberty Landing Marina Lightship

1025 Warning signal for the first race of the day

1530 Awards – or approx. 1hr after finish of last race, aboard LYC Lightship\*

*\*Social Events and awards presentations schedule will be posted in advance of the Regatta on the Official Notice Board and via Race Communications.*

7.2 Number of races to be determined at the sole discretion of the Race Committee and sailing conditions.

## **8. MEASUREMENT**

8.1 Boats racing in PHRF divisions must have a valid 2023 PHRF-MA certificate.

8.2 All one design classes must comply with RRS 78.

## **9. SAILING INSTRUCTIONS**

9.1 The sailing instructions will be available online at [www.yachtscoring.com](http://www.yachtscoring.com) no later than Thursday September 7, 2023.

## **10. VENUE**

10.1 The Racing Area is to be in the Upper Bay of New York Harbor between the areas of Bay Ridge Flats, Robbins Reef, and Ellis Island – see Appendix ‘A’ at the end of this document.

## **11. THE COURSES**

11.1 Courses may be around government marks and/or inflatable windward-leeward marks set by the race committee.

11.2 Course descriptions will be provided in the Sailing Instructions.

11.3 The approximate position of the starting area will be announced approximately 45 minutes before the initial warning signal each day. VHF channel will be in the sailing instructions.

## **12. PENALTY SYSTEM**

12.1 US Sailing Prescription Appendix V shall apply.

## **13. SCORING**

13.1 A minimum of one completed race shall constitute a series. A boat’s series score will be the total of her race scores.

13.2 PHRF classes will be scored using time on time (ToT)

13.2 The Low Point System of Appendix “A” of RRS will apply, all races will be scored; there will be no throw-outs.

## **14. SUPPORT BOATS**

14.1 Support boats, if provided, will be marked with an RC flag.

## **15. BERTHING**

15.1 Boats may be berthed at Liberty Landing Marina [www.libertylandingmarina.com](http://www.libertylandingmarina.com).

15.2 Reservations are required. When making reservations indicate participation in the regatta for a discounted rate.

## **16. HAUL-OUT RESTRICTIONS**

16.1 Boats shall not be hauled out during the regatta except with the prior permission of the Race Committee.

## **17. DIVING EQUIPMENT AND PLASTIC POOLS**

17.1 Underwater breathing apparatus and plastic pools or their equivalent, shall not be used around boats between the preparatory signal of the first race and the end of the regatta.

## **18. RADIO COMMUNICATION**

18.1 All boats shall carry an operable VHF radio capable of transmitting and receiving on channels 9, 13, 16, 63, 68, 78.

18.2 Except in an Emergency, or to report a protest or withdrawal, a boat shall neither make radio transmissions while racing nor receive radio communications not available to all boats. This restriction also applies to mobile telephones, texts, and all electronic messaging.

## **19. PRIZES**

19.1 Overall prizes will be given at the end of the regatta to the top three boats of each Class that has 6 or more entries. For divisions that have less than 6 entries there will be a prize for the top finishing boat only.

## **20. DISCLAIMER OF LIABILITY**

20.1 Competitors participate in the regatta entirely at their own risk, RRS Rule 3, Decision to Race. The OA accepts no liability for material damage, personal injury, or death sustained in conjunction with or prior to, during, or after the regatta and:

By registering for this event, the person-in-charge of each boat agrees with the following:

- 1) My crew and I recognize that sailing is an activity that has an inherent risk of damage and injury, sickness, and disease (including communicable diseases such as COVID-19) associated with it. We have read rule 3, Decision to Race, and hereby acknowledge and agree that we are participating in this event entirely at our own risk.
- 2) My crew and I acknowledge and agree that neither the organizing authority, host club nor the race committee, nor their members will be responsible for: a) any damage to the entered boat or my other property, or b) any injury, sickness, or disease (including communicable diseases such as COVID-19) to us, including death, sustained as a result of our participation in this event.
- 3) My crew and I hereby waive all claims, which we, or any heir, representative, successor or assignee, may have against Liberty Yacht Club and its officers, trustees, members, committees, employees or agents, sponsors or any other organization or official, arising out of or in any way connected with participation in such race or activity with respect to personal injury, sickness or disease (including communicable diseases such as COVID-19) or property damage suffered by my crew or me as a result of our participation in this event, whether on the water or on shore, and hereby release the race organizers from any liability for such injury, sickness or disease (including communicable diseases such as COVID-19) or damage to the fullest extent permitted by law.
- 4) I have taken all necessary steps to ensure that my crew and I and my entered boat are adequately prepared for all possible contingencies, including carrying and using appropriate safety equipment may be required by law, racing rules and that a prudent seaman would consider advisable. I agree to be bound by all rules that govern this event. I will inform all crewmembers of the conditions stated herein for their participation in such racing.

## **21. INSURANCE & DAMAGES**

21.1 Each boat shall hold adequate insurance including third-party liability insurance, and it is the owner's or owners' representative's sole and inescapable responsibility to ensure that the insurance is in place and is adequate prior to participating in this event.

21.2 Entry fees do not provide contingencies for any damage by competitors to RC and club equipment. If damage to any equipment, including volunteer boats, is caused by a competitor, the competitor and boat owner will repair, replace, or pay the replacement cost in a timely manner. This requirement also includes damage to marks, lines, and other equipment. Competitors who cause damage must seek RC permission to continue in the regatta.

## **22. PRIVACY POLICY, COMMUNICATIONS AND MEDIA RIGHTS**

22.1 As a condition of participating in the LCR, competitors shall agree to accept operational communications (voice, email, text, or other) and grant the OA, and its agents employees, sponsors, and assigns, the irrevocable right and permission to use the basic competitor information, photographs and video footage taken of themselves, their crew and their competing boat, without notification, for use or distribution in any media whatsoever for editorial or advertising purposes, or to be used in press information by LYC. Competitors shall agree to release, defend, and hold harmless the OA and its agents, employees, sponsors, and assigns, from and against any claims, damages, or liability arising from or related to the use of the photographs or video footage.

### **23. FURTHER INFORMATION**

23.1 Please send all inquiries concerning the Liberty Cup Regatta to: [Info@LibertyYachtClub.org](mailto:Info@LibertyYachtClub.org)  
Make sure to include “**Liberty Cup Regatta**” in the subject header of the email.

23.2 Event Chair – David Spence: [Info@LibertyYachtClub.org](mailto:Info@LibertyYachtClub.org)

# APPENDIX 'A'

