

RACE ENTRY DECLARATION
WAIVER OF ALL CLAIMS
RELEASE FROM LIABILITY AND ASSUMPTION OF RISK
(the Declaration, NoR 4.4)

I, _____, skipper or owner of the yacht _____
(the **Yacht**), hereby acknowledge and agree that in respect of my participation in the Dubai to Khasab Offshore Sailing Race (**D2K** or the **Event**) on the 27th – 29th October 2023:

1. To the best of my knowledge, any information I have given previously to the organizers of the D2K and the declarations set out in this Declaration are true and accurate.
2. I understand that yacht racing can be dangerous and entails a genuine risk of physical harm in circumstances in which assistance may be difficult to obtain.
3. I agree to be bound by the 2021-2024 Racing Rules of Sailing (**RRS**), the Notice of Race including any Prescriptions, the World Sailing Offshore Special Regulations and other applicable rules. I have paid particular attention to and agree to be bound by Special Regulation 1.02 and I have read and understand and where appropriate agree to be bound by NoR 4 Responsibility.
4. Before racing I will effect adequate and suitable insurance.
5. If any alteration likely to affect the handicap or rating is made in respect of the Yacht, e.g. to sails, rig, mast, ballast, trim, engine or propeller, I will notify the Rating Authority and Organizers of the D2K immediately.
6. I will ensure that no crew member races contrary to the terms of any ban imposed by World Sailing, or National Authority. Before racing I will ensure that my crew is aware of:
 - (a) the undertakings in this Declaration;
 - (b) the importance of effecting appropriate personal insurance;
 - (c) their responsibility with regards to rules observance, and in particular RRS 1.2 (wearing personal floatation devices adequate for the conditions).
7. With our signatures herein below the race participants will not hold responsible and hereby irrevocably release from all liability to the maximum extent permitted by law the organizers of the D2K, the Organizing Authority, the D2K Race committees, sponsors and their agents and Dubai Offshore Sailing Club (**DOOSC**), its officers, directors and employees for any injury, death, accident, illness, delay, personal loss, personal property damage or other loss sustained by me, the Yacht or any crew due to any cause whatsoever, including without limitation, negligence.
8. By taking part in the event, I agree and acknowledge that:
 - (a) I am aware of the inherent element of risk involved in the sport and accept responsibility for the exposure to such risk whilst taking part in the event;
 - (b) The provision of a race management team, patrol boats and other officials and volunteers by the event organizer does not relieve me of my own responsibilities; and
 - (c) it is my responsibility to familiarize myself with any risks specific to the race course used during the D2K and to the rules and information produced for it and to attend any safety briefing held for the event.

9. I understand the nature of the D2K and warrant that me and my crew are qualified, in good health, and in proper physical condition to participate in such event. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the event.
10. I grant, at no cost, to Sponsors, affiliated companies and websites approved by the Organizing Authority, the absolute right and permission to use my name, image, likeness, biographical material as well as representations of the Yacht in their publication, online and other promotional tools. Competitors' and crew members' names, voices, images, likenesses and biographical material shall not be used by Sponsors and affiliated companies in a way which constitutes an endorsement of Sponsors' products by said competitors and crew members, unless the relevant competitor or crew member is engaged by the Sponsors or affiliated companies to endorse the Sponsors' products or gives his/her prior written consent to such use.
11. I and my crew and our support persons understand that the information provided in any documentation associated with race entry and the results will be maintained by the Organizing Authority who will hold and use our personal data for the purpose of the event and the application of the rules. Further information can be found at [DOSC Data Policy \(include link\)](#).
12. The warranties and undertakings given by me in this Declaration are binding on myself, my heirs, my executors, administrators, personal representatives and assigns.
13. That the term "Event" as used in this Declaration includes (without limiting the generality of that term) training sessions, programs and events that are in any way authorized, sanctioned, organized or operated by DOSC for the D2K.
14. I understand that by signing this Declaration I may be forever prevented from suing or otherwise claiming against the organizers of the D2K, the Organizing Authority, the Race committees, sponsors and their agents and DOSC, its officers, directors and employees for certain loss or damages, whether for property loss or personal injury, that I may sustain while participating in the event.
15. I understand that finish declarations shall be lodged with the Organizing Authority as soon as possible, and not later than 8 hours after finishing. Except where the Yacht is required to take its own finish time, then the time must be declared within 1 hour of finishing.

The declaration should include the following information:

- (a) Yacht Name, Sail Number, Race finish date and time
- (b) Weather conditions during the race
- (c) evidence of passing any virtual marks
- (d) details of any incidents on route, including of any use of the engine, protests and details of any on-water scoring penalties taken
- (e) any damage to the boat while racing.

2023

I confirm that I have carefully read this agreement and understand its terms as acknowledged by my signature below.

Dated at: _____ on 27 October 2023.

Team or Boat Name: _____

Position	Name	Signature
Skipper (witness of crew signature)		
Crew		
Crew		
Crew		
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Crew		
Crew		

* Minors, under 18 years old, must have parent or legal guardian witness the form.

Note: All race crew are required to read and sign a waiver before participating. All waiver forms must be witnessed and dated.