NOTICE OF RACE

Start June 16, 2019
Notice of Race published 12/12/2019
Organizer: IMOCA Class in collaboration with Sea to See
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**Preambule**

Created in 2016, the NY Vendée/Les Sables d'Olonne race is the last major event before the start of the Vendée Globe. This is a dress rehearsal for skippers, teams and partners of the Vendée Globe organization.

The race will leave New York single handed to reach the Sables d'Olonne, respecting the prohibited zones imposed by the race director for reasons of the presence icebergs or of marine mammals.

The NY-Vendée/Les Sables d’Olonne race is an IMOCA Globe Series event. It is organized by the IMOCA Class in collaboration with Sea to See, and placed under the aegis of the FFVoile in conjunction with US Sailing.

The Pôle Vendée Course au large will participate in the operational management of the arrivals and will be the support club of the event.

**A Organizing Committee**

The event manager is Antoine Mermod, president of the IMOCA Class.

The event’s operational director is Gwen Chapalain, See to Sea Managing Director.

The project manager is Margaux Dupont - Sea to See

Other key personnel will be called upon to participate in the implementation of the event.

Its mission is the general organization of the event, coordination with communities and organizations of the cities of start and finish, communication, receptions and partner relationship, official award ceremonies.

**B Race direction**

The race director is Jacques Caraes, entitled by the FFVoile, assisted by Hubert Lemonnier. In accordance with Appendix 3 of the FFVoile Medical Regulation (http://www.ffvoile.fr/ffv/web/ the press/documents/Reglt_medical_annx3.pdf), a referring doctor will be appointed to check each skipper’s medical file.

For the start of the race in the United States, the race direction will be helped by a local team.

**C IMOCA Globe Series**

The IMOCA Globe Series are the IMOCA World Championship which takes place from 2018 to 2021. The NY Vendée/Les Sables d'Olonne, will be assigned a coefficient 4.

**D Selection for the Vendée Globe**

The NY Vendée/Les Sables d’Olonne transatlantic race is also the last selective event for the Vendée Globe. The miles covered in the race during this event will be added to the qualifying miles table. The number of Nautical Miles awarded is 3,500.
1. RULES

The notation [DP] in a rule means that the penalty for a breach of that rule may, at the discretion of the jury, be less than a disqualification.

The regatta will be governed by:

1.1  the Rules as defined in *The Racing Rules of Sailing* (RRS),
1.2  the National prescriptions translated for foreign competitors specified in « Prescriptions” appendix
1.3  the FFVoile regulations,
1.4  Part B, Section II of the International Regulations to Prevent Collisions At Sea (IRPCAS) which replaces the RRS Chapter 2 from 30 NM after the start until 30 NM before finish.
1.5  the Special Offshore Regulations (SOR) Category Mo1, modified by exemptions granted to the FFVoile and included as an appendix in the Class Rules
1.6  The official time is local time in the USA for all appointments between June 10th and June 16th.

After the start, the official time will be TU-2.

For all that happens in Les Sables d’Olonne, the official time will be the local time of the day.

1.7  In the event of a conflict between the Rules or in the event of uncertainty about prevalence or the rules that apply, the Jury will decide on the applicable rule.
1.8  In case of translation of this NoR, the French text will take precedence.

2. MODIFIED RULES

2.1  RCV 50.2 *(Spinnaker poles; Whisker poles)* and RCV 54 *(Forestay and headsails tacks)*, do not apply

2.2  RCV 45 *(Hauling out; Making fast; Anchoring)* is modified in this NOR.

2.3  RCV 33 *(Change of the next leg of the course)*, RCV 44.1 *(Taking a penalty)*, RCV 61 *(Protest requirements)*, RCV 62 *(Redress)*, RCV 63 *(Hearings)*, RCV 66 *(Reopening a hearing)* are modified in the Sailing Instructions.

2.4  RCV 55 *(Trash disposal)*, add a second sentence: "However, throwing at sea small amounts of what is generally accepted as biodegradable materials such as fruit peelings is permitted."

2.5  Definition of Assistance

Assistance: The NY Vendée les Sables d’Olonne race is a single-handed race without assistance.

2.6  Anything that is not specified in the list here under is prohibited.
- Download the weather from authorized sites
- Medical assistance
- Technical assistance to replace the same
- Recovering competitors' positions
- Technical assistance to repair damaged parts

3. EVENT ADVERTISING [DP]

Boats shall display the advertisement chosen and provided by the organizing authority (OA). If this rule is broken, World Sailing 20.9.2 Regulations applies.

4. ELIGIBILITY AND REGISTRATION

4.1 The regatta is open to IMOCA-class boats.

4.2 In order to be able to participate in this event, the skipper must have sailed 48 hours single handed aboard his boat.

4.3 French skippers must present:
   • their club FFVoile license "competition" valid attestating to the prior presentation of a medical certificate of non-contraindication to the practice of sailing in competition or their license Club FFVoile mentions "membership" or "practice" accompanied by a medical certificate of non-contraindication to the practice of sailing in competition
   • a valid World Sailing Survival and First Aid Training certificate carried out at a World Sailing-approved center.

4.4 Non-French skippers must:
   • justify their membership in a national authority that is a member of World Sailing and a valid liability insurance with a minimum coverage of 3 million Euros and provide a medical certificate of no-contraindication to the practice of sailing or competitive sport dating back less than a year (written in French or English),
   • justify valid World Sailing Survival and First Aid Training certificate, performed at a World Sailing Approved Relief Center as required in Articles RSO 6.01 and 6.05.2

4.5 Registration opens on the day when this notice of race is being published.

5. FEES

The entry fee is 7500 euros excl. VAT per boat.

The OA may, due to force majeure or if required by the safety of the participants, decide to cancel the event. Such a cancellation for reasons of force majeure or for any reasons beyond the will of the OA, will not result in any refund of registration fees or compensation.
This may be the case, in particular, but without this list being limited, in case of exceptional weather conditions, armed conflict, attack, requisition, fire, flood, strike, or blocking of facilities the origin of which would be totally independent of the will of the OA.

6. **SCHEDULE**

6.1 The start of the NY-Vendée transatlantic race is scheduled on June 16 at 13.00 off Ambrose lighthouse. Depending on the weather conditions, the race director in agreement with the organization may decide to advance the start of the race to June 15. The date will be announced no later than 3 days before the race start.

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
<th>Details</th>
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<tr>
<td>December 12</td>
<td>Publication of the notice of race.</td>
<td>Opening of registrations</td>
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<tr>
<td>March 1st</td>
<td>End of registration</td>
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<tr>
<td>March 15</td>
<td>Press conference. Start in 100 days</td>
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<tr>
<td>June 10 at 10 a.m.</td>
<td>Mandatory presence of skippers and boats</td>
<td>at Brooklyn Navy Yard [DP]</td>
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<tr>
<td>June 10 at 4 p.m.</td>
<td>Welcome Briefing</td>
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<tr>
<td>June 10 at 6 p.m.</td>
<td>Welcome party in Brooklyn navy yard</td>
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<tr>
<td>June 11, 12, 14, and 15</td>
<td>Security equipment control</td>
<td></td>
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<tr>
<td>June 13</td>
<td>Exhibition Regatta</td>
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<td>June 13</td>
<td>Official dinner</td>
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<tr>
<td>June 16</td>
<td>13.00 Start of the race</td>
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<tr>
<td>June 28</td>
<td>Post event in Les Sables d’Olonne</td>
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<td>June 28</td>
<td>Prizes presentation in public</td>
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<td>June 28</td>
<td>Closing Night</td>
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6.2 In New York, boats and crews will be welcomed in Brooklyn Navy Yard. From June 8. Mandatory attendance from June 10 at 10 a.m. [DP]

In Les Sables d’Olonne, boats and teams will be welcomed in Port Olonna. And will be able to stay there for free 10 days after their arrivals.

7. **THE COURSE**

The race will start from New York single handed to reach Les Sables d’Olonne, respecting the forbidden areas imposed by the race direction for reasons of icebergs or the presence of marine mammals.
8. **SCORING**

The scoring will be done in actual time.
The time limit to finish after the first boat finishes is 100% of the time of the first.

9. **PRIZES**

If one or more sponsors join the race organization, financial rewards may be awarded to the competitors.

10. **DECISION TO RACE**

The decision of a competitor to participate in a race or to stay in the race is his sole responsibility. As a result, by accepting to enter the race or to stay in the race, the competitor exonerates the OA of any liability for any damage or injury.

11. **RESPONSIBILITY AND ASSURANCE**

11.1 **Organizer’s insurance**

The organizer has taken out an insurance policy covering his civil liability in accordance with articles L321.1 and D321.1 of the Sports Code.

11.2 **Skipper’s Insurance**

Each skipper will shall subscribe a third part Responsibility insurance because of his participation in the race and because of the boat, an amount at least equal to three million euros. A proof of this guarantee, issued by a well-known and solvent organization, must be attached to the registration file.

Only those boats that have sent a copy of their third part insurance certificate to the OA will have access to the harbor in New York.

12. **OA, PARTNER AND AND PARTICIPANTS RESPONSIBILITY**

Sailing is a hazardous sport and a potentially dangerous activity. Anyone intending to participate in the race, whether as a participant or otherwise, does so on the basis that they accept that it is at their own risk and that they could suffer damages or loss as a consequence of such participation.

The OA and its partners responsibility is limited to ensure the fairness of the event. Any other responsibility assumed by the OA can only be contractual and explicit.
In particular:

Any checks that the race organisation is prompted to make, either on its own initiative, or at the request of the International Jury or any other authority, have the sole purpose of ensuring that regulations, SI and amendments have been adhered to. Any watch kept on the part of the OA, especially a radio watch and/or monitoring via Inmarsat C, shall be considered by the skippers as optional and random, and should in no way be considered as an additional safety measure to be relied on.

All requests made to a member of the OA shall not legally take on the responsibility of the OA unless the latter, or an officially accredited member of staff, has directly accepted responsibility. This particularly applies to various requests for help and even assistance at sea.

The event is a sporting event. Any sporting dispute shall be judged in accordance with the RRS. By entering the race, the skipper and any other interested parties renounce recourse to all non-sporting jurisdictions for sporting disputes. No damages claim shall be taken into consideration [RRS fundamental rule 3]. Consequently, the OA will not be responsible for the breach of any contract implied by common law, written or otherwise, or for negligence and will not be responsible for any loss or injury (howsoever caused and howsoever arising), breach of duty, misrepresentation or otherwise.

Regardless of the legal ties between the owner(s) of the boat, the supplier and the skipper, only the skipper officially registered on the entry form will be considered as the valid representative in dealings with the OA.

Each skipper enters the race at his/her own risk and fully accepts responsibility in deciding to participate. It is the sole responsibility of each skipper to decide whether to participate in the race with regards to the individual’s competence, the condition of the boat and its rig, the weather conditions expected or encountered during the race, his/her level of fitness and health, and so forth.

Any advice or information provided by the OA, such as a weather report or advice following inspection of the boat, is for information purposes only and it is the sole responsibility of each skipper to ascertain what the weather conditions are likely to be and check his/her equipment. Neither the OA for the race nor its associates accept any responsibility in relation to such advice or information that they may provide. [RRS Fundamental Rule No.4].

Owners, suppliers or skippers of boats are personally responsible for all material damage and human accidents that may occur either to themselves, the boats or to a third party or to the property of a third party. It is their responsibility to obtain adequate and proper insurance cover whether it be in relation to any injury, loss, damages or otherwise. It is also a requirement of each skipper to bring this certificate of insurance and any exclusions and indemnities to the attention of any third party whom they involve in any way in relation to the race or associated events.

In particular, the skipper is responsible with regards to the OA for taking out all the necessary insurance for a minimum of 3-million Euros third party liability. He/she shall provide a written statement to the organisation prior to the boat’s arrival in Brest. Failure to do so, will result in the skipper not being permitted to take the start of the race and the boat’s entry fee will be retained by the OA.

The absence of third-party insurance will under no circumstances become the responsibility of the OA or its partners.
A fundamental term of his/her participation shall be that the supplier and/or owner of the boat and the skipper shall lodge with the OA the duly signed waiver form giving up all claims against the OA, its representatives and agents, as well as insurers.

The organisers will not be liable for any actual or alleged loss, howsoever arising, suffered by any party, whether it be a competitor, supplier, sponsor or other, and such total exclusion of liability will not be limited to loss of profits, opportunity, business, advertising, reputation (or an opportunity to enhance one’s reputation) or any sort of financial loss.

The OA shall have no liability whether it be to any skipper in the race or otherwise for any actual or construed loss, damage or expenses or other claims for compensation arising as a direct or indirect result of any cause beyond their reasonable control including [without limitation] any natural disaster, war, military operation, accident, breakdown of plant or machinery, riot, abnormally inclement weather, earthquake, tidal waves, fire, flood, hurricane, tornado, drought, explosion, lightning strike, lockout, trade dispute or labour disturbance, the act or omission of or refusal of any licence or permit by any government, national or international sailing authority, highway authority, telecommunications operator or delay in the provision, manufacture, production or supply by third parties of any information, goods or services.

The OA for the race will not be required to mount any rescue operation whether it be from land or sea and skippers are reminded of the obligation to offer all possible assistance at sea to any other boat or person in danger insofar as they are able (RRS Fundamental Rule 1.1), as per the international conventions in force.

The OA shall retain control and have priority over managing the communication of facts arising from any incidents or accidents occurring onboard the boats and in the race. A compulsory meeting will be organised on the day of the press conference with the manager of each participating boat to confirm the procedures for monitoring and communication imposed by the OA in the event of an incident or accident.

It is understood that all the skippers and any person involved in the race will take heed of the exclusions and indemnities. No start shall be permitted until the skippers, the supplier (if different) and all the skipper’s partners involved have signed and returned to the OA a written certificate furnished by the latter, no later than Wednesday 10 June 2020 at 18:00 hours, stating that:

1. The skipper acknowledges that he/she has read and understood the provisions of the Notice of Race and any other official document, including the risks and dangers associated with the event. He/she agrees to have properly taken into account whole-life insurance and other insurance related needs (whether to his/her dependents or others) and the skipper shall have adequate coverage in terms of insurance in the case of accidents/death throughout the duration of the race.

2. The skipper acknowledges that he/she has purchased, and will maintain up to one month after completing the course (or having retired from the race), a policy of adequate insurance, including insurance to cover the risks and responsibilities to third parties for a minimum amount at least equal to the international conventions in force.

3. The skipper, the supplier (if different), and the partners involved agree that it is reasonable that the OA for the race, and all those involved in the organisation, deny any liability up to the maximum amount allowed by law and that they are protected against any claim whatsoever.
13. AUDIO VISUAL RIGHTS

Under Act 2003-708 of August 1st 2003, regarding the organization of physical and sporting activities, it is recalled that the registration of each skipper in the NY Vendée les Sables d'Olonne implies that his image and name, the image of his boat, that of his sponsors and partners as well as that of his teams ashore and members of his family present in New York or Les Sables d'Olonne, can be used by the organizer and the mission providers. communication of the race and/or the enhancement of the event.

14. ADDITIONAL INFORMATION

For more information please contact:
- Gwen Chapalain: gwen@sea-to-see.com
- Margaux Dupont - project manager: margaux.seatosee@gmail.com
- Antoine Mermod: president@imoca.org
- Jacques Caraes : jacquescaraes@kaori.fr
Appendix 1: Registration form

Appendix 2: Prescriptions

1. PRESCRIPTIONS OF THE FEDERATION FRANCAISE OF VOILE - RACING RULES OF SAILING 2017-2018

(*) FFVoile Prescription to RRS 64.3 (Decisions on protests concerning class rules):
The jury may ask the parties to the protest, prior to checking procedures, a deposit covering the
cost of checking arising from a protest concerning class rules.

(*) FFVoile Prescription to RRS 67 (Damages):
Any question about or request of damages arising from an incident involving a boat bound by the
Racing Rules of Sailing or International Regulation to Prevent Collision at Sea depends on the
appropriate courts and cannot be dealt by the jury.

(*) FFVoile Prescription to RRS 70.5 (Appeals and requests to a national authority):
The denial of the right of appeal is subject to the written authorization of the French Sailing
Federation, received before publishing the notice of race. This authorization will be posted on the
official notice board during the event.

(*) FFVoile Prescription to RRS 78.1 (Compliance with class rules; certificates):
The boat’s owner or other person in charge shall, under his sole responsibility, make sure
moreover that his boat complies with the equipment and security rules required by the laws,
bylaws and regulations of the Administration.

(*) FFVoile Prescription to RRS 86.3 (Changes to the racing rules):
An organizing authority wishing to change a rule listed in RRS 86.1(a) in order to develop or test
new rules will first submit the changes to the FFVoile, in order to obtain its written approval and
will report the results to FFVoile after the event. Such authorization shall be mentioned in the
notice of race and in the sailing instructions and will be posted on the official notice board during
the event.

(*) FFVoile Prescription to RRS 88 (National prescriptions):
Prescriptions of the FFVoile shall neither be changed nor deleted in the notice of race and sailing
instructions, except for events for which an international jury has been appointed. In such a
case, the prescriptions marked with an asterisk (*) shall neither be changed nor deleted in the
notice of race and sailing instructions. (The official translation of the prescriptions,
downloadable on the FFVoile website www.ffvoile.fr, shall be the only translation used to comply
with RRS 90.2(b)).

(*) FFVoile Prescription to RRS 91(b) (Protest committee):
The appointment of an international jury meeting the requirements of Appendix N is subject to
prior written approval of the French Sailing Federation. Such authorization will be posted on the
official notice board during the event.

2. PRESCRIPTIONS OF THE USSAILING - RACING RULES OF SAILING 2017-2018

(*) Rule 40-Change rule 40 title to: PERSONAL FLOTATION DEVICES; LIFE-SAVING EQUIPMENT-
After rule 40 add US Sailing prescribes that every boat will carry life-saving equipment conforming to government regulations that apply in the racing area. Go to rules.ussailing.org and click the ‘PFD’ link for more information.

(*) Rule 48.1-After rule 48.1 add US Sailing prescribes that the use of additional special-purpose lights such as spreader, sail-trim and masthead wind-indicator lights shall not constitute a breach of this rule.

(*) Rule 60.3-After rule 60.3 add US Sailing prescribes that rule 60.3(b) is changed to: (b) request redress for a boat or call a hearing to consider redress; Gold

(*) Rule 61.4-Add rule 61.4 61.4 Fees for Protests and Requests for Redress US Sailing prescribes that no fees shall be charged for protests or requests for redress.

(*) Rule 63.2-After rule 63.2 add US Sailing prescribes that when redress has been requested or is to be considered for one or more boats:

a. Any other boat may participate in the hearing.

b. The protest committee will make a reasonable attempt to notify all boats of the time and place of the hearing and the reason for the request or for considering redress, and boats will be allowed reasonable time to prepare for the hearing.

c. The protest committee will request redress for the other boats that participate in the hearing or request in writing to do so, making them parties to the hearing. It need not state a reason for such a request; this change rule 62.2.

(*) Rule 63.4-After rule 63.4 add: US Sailing prescribes that when practicable:

a. No person who brings an incident to the attention of the protest committee or who will give evidence regarding an incident shall be a member of the protest committee for a hearing involving that incident; and

b. A request for redress based on a protest committee decision will be heard by a committee that contains no members of the committee that made the original decision.

(*) Rule 67-After rule 67 add US Sailing sail that:

a. A boat that retires from a race or accepts a penalty does not, by that action alone, admit liability for damages.

b. A protest committee will find facts and make decisions only in compliance with the rules. No protest committee or US Sailing appeal authority shall adjudicate any claim for damages. Such a claim is subject to the jurisdiction of the courts.

c. A basic purpose of the rules is to prevent contact between boats. By participating in an event governed by the rules, a boat agrees that responsibility for damages arising from any breach of the rules will be based on fault as determined by application of the rules, and that she will not be governed by the legal doctrine of 'assumption of risk' for monetary damages resulting from contact with other boats.
(*) Rule 70.5(a)-After rule 70.5(a) add US Sailing prescribes that its approval is required. Go to rules.ussailing.org and click the 'No Appeal' link for more information or to obtain approval.

(*) Rule 76.1-After rule 76.1 add US Sailing prescribes that an organizing authority or race committee will not reject or cancel the entry of a boat or exclude a competitor eligible under the notice of race and sailing instructions for an arbitrary or capricious reason or for reason of race, color, religion, national origin, gender, sexual orientation, or age.

(*) Rule 82 Add rule 82 82 INDEMNIFICATION OR HOLD HARMLESS AGREEMENTS

US Sailing prescribes that the organizing authority will not require a competitor to assume any liabilities of the organizing authority, race committee, protest committee, host club, sponsors, or any other organization or official involved with the event. [This is commonly referred to as an 'indemnification' or 'hold harmless' agreement.] Go to rules.ussailing.org and click the 'Indemnification' link for more information.

(*) Rule 86.3-After rule 86.3 add US Sailing prescribes that proposed rules may be tested, but only in local races. However, proposed rules may also be tested at other events if, for each event, the organizing authority first obtains written permission from US Sailing and the proposed rules are included in the notice of race and sailing instructions. Go to rules.ussailing.org and click the 'Experimental Rules' link for more information.

(*) Rule 88.2 After rule 88.2 add US Sailing prescribes that sailing instructions will not change or delete rule 61.4, Appendix R, or its prescriptions to rules 40, 60.3, 67, 70.5(a) or 76.1. However, for an international event the prescription to rule 40 may be deleted.