

# 2019 Rum City Powerboat Classic

It's that time again, the Bundaberg Power Boat Club is hosting the 2019 Rum City Powerboat Classic and it is our pleasure to invite you to enter.

## **Entry Fee:**

Get in Prior to 20<sup>th</sup> July 2019 with the Early entry fee of \$130.00 or \$50 juniors

Entries can be emailed to [bundabergpowerboats@gmail.com](mailto:bundabergpowerboats@gmail.com) or

Post to PO Box 5054, Bundaberg West QLD 4670

Cheque payment can be made out to Bundaberg Powerboat Club Inc. or

Direct deposit: BSB: 645 646 Account no: 105829897 Please use the boat name as reference

It's important to pre-enter the event to help the club with organising of classes and to make things smoother on the day

Entries received after 20<sup>th</sup> July 2019 will be \$ 180.00 and \$50 Juniors.

## **Pit Area:**

Adequate covered footwear must be worn by all team members and spectators wishing to enter the pit area.

No smoking/naked flames or consumption of alcohol is allowed in the pit area. Any team found to be in breach of these rules will be disqualified from the event and asked to leave the pit area.

Each boat will have an area of 3m and allowed to have 1 tow vehicle in the pit area to reduce congestion of the area. Please ask all visitors to park in the car park.

## **Scrutineering:**

Scrutineers will be available on Friday afternoon. All boats must be scrutineered prior to 9am Saturday 27<sup>th</sup> July.

State Boating Licence and Boat Registration documentation must be shown at both scrutineering and nomination when requested. Each boat can only enter one class.

## **Drug and alcohol Testing:**

All drivers must complete a breath test prior to racing each day. Random testing may take place through out the weekend and all drivers and crew will be asked to comply.

## **Drivers Briefing:**

Drivers briefing will take place at 9am on Saturday and Sunday under the big tree in the middle of the pits. Each driver must attend.

## **Friday Meet and Greet:**

There will be a meet and greet on Friday from 5pm at The Sandy Hook Ski Club.

**So, get the covers off the boats, get your entries in and help us make this year's Classic the best Bundy has seen.**



**Entry Form**  
**2019 Rum City Powerboat Classic**  
**27<sup>TH</sup> & 28<sup>TH</sup> July**

Name of Boat: ..... Class of Boat: .....

Make and Model: ..... Capacity HP: .....

Length of Boat: ..... Beam: .....

Registration NO: ..... Registration Expiry: .....

Name of Owner: .....

Address: .....

Contact No: ..... Email: .....

Name of Driver: .....

Address: .....

Contact No: ..... Email: .....

Drivers Licence No: ..... Expiry Date: .....

Declaration by Owners I/We.....

Being the owner/s of the above-mentioned boat do hereby certify that I/We will confirm with the Rules and Restrictions governing the event entered. I/We will comply with the BPBCI and SAFETY RULES in their entirety. I/We will not take any legal action of any description against any party concerned with the running of the event. I/We declare that the above particulars are to my/our knowledge true and correct.

SIGNATURE OF OWNER/S..... DATE .....

Declaration by Driver/s I/We, the undersigned, understand that the race entered is dangerous and acknowledge and accept entirely at my/our own risk, injury or damage to person or property which may be sustained or incurred as a result of or arising out of my/ our participation in the said race or event.

SIGNATURE OF DRIVER/S: ..... DATE: .....

**RECEIVED BY:** ..... **DATE:** .....

**BUNDABERG POWERBOAT CLUB INCORPORATED - INDEMNITY FORM**

VENUE: SANDY HOOK AQUATIC ZONE, BUNDABERG QLD 4670

COVERING:- Drivers, Team Owner, Sponsors, Race Circuit Property Owners and Managers, Bundaberg Powerboat Club Inc or their members.

I (full name): .....

Of (address): .....

*Hereby agreed to be bound by the following terms & conditions:*

1. I accept that Power Boat Racing is dangerous. As a Competitor or Official, I accept that I will have access to areas denied to the general public, where risks of injury or death are present.
2. I have examined and made myself aware of the racing venue, safety gear and other aspects of the venue, and I am satisfied and accept the risks that exist in this environment.
3. I will, if at any time I consider the course or sections of the venue to be unsafe, voluntary withdraw from racing or participation in the event.
4. I agree, at all times, to abide by the directions, rules and regulations from the Officer of the Day and will comply with the requirements under the Transport Operations (Marine Safety) Act 1994, and Transport Operations (Marine Safety) Regulations 2004. Equipment or inspections required by such rules or legislation, cannot guarantee the safety of my equipment, or myself and in some circumstances may make it more dangerous.
5. I do not rely upon inspections of vessels and equipment required under Bundaberg Powerboat Club Incorporated rules, to find any faults with that equipment.
6. I accept full responsibility for any person/s who are in my care.

I understand and agree that my safety is my own responsibility.

I release the Bundaberg Powerboat Club Incorporated and Officials of either, and any associated party, from all liability arising from my participation in power boat events, howsoever caused, and have advised my family and heirs of this. Neither I nor my family or heirs will take legal proceedings against the Bundaberg Powerboat club Incorporated for any injury I may suffer as a result of my participation in this event.

I understand that I may be giving up certain legal rights, in signing this declaration and if I wish, I may obtain advice from my own lawyers/solicitors.

**DECLARATION BY DRIVER/S:** I/we, the undersigned, understand that the race entered is dangerous and acknowledge and accept entirely at my/our own risk, injury or damage to person or property which may be sustained or incurred as a result of or arising out of my/our participation in the said race or event.

SIGNATURE OF DRIVERS: ..... DATE: .....

**BUNDABERG POWERBOAT CLUB INCORPORATED**  
**STATEMENT OF RISKS AND LIABILITY**

Please read carefully before signing.

This is a statement in which you are informed of the risks of powerboat racing. The statement also sets out the circumstances in which you participate in the powerboat racing events at your own risk.

Your signature on this statement is required as proof that you have received and read this statement. It is important that you read the contents of this statement before signing it, if you do not understand anything contained in this statement, then please discuss it with race officials and your rescue recovery crew, which includes all divers.

**WARNING:** POWERBOAT RACING HAS INHERENT RISKS, WHICH MAY RESULT IN SERIOUS INJURY OR DEATH.

Driving a powerboat in racing conditions involves inherent risks; death, dismemberment, head and spinal injuries, drowning and other serious injuries that can require treatment, hospitalisation and rehabilitation. Boat racing events, may be conducted at a site that is remote, either by time or distance or both from a treatment facility. Powerboat racing is a physically strenuous activity and you will be exerting yourself during race events. You must advise truthfully and fully inform race officials including rescue and recovery personnel of any significant medical issues including any prudent past medical history.

EXCLUSION OF LIABILITY, Neither the divers,

James Welsh	
-------------	--

The rescue and recovery personnel, the facility through which this service is offered, Bundaberg Powerboat Club Inc., accept any responsibility for any death, injury or other loss suffered or caused by you resulting from your own conduct or any matter or condition under your control which amounts to your own contributory negligence.

In my absence of any negligence or other breach of duty by the divers,

James Welsh	
-------------	--

The rescue and recovery personnel, the facility through which this service is offered, Bundaberg Powerboat Incorporation your participation in this powerboat racing event is entirely at your own risk.

I acknowledge receipt of this statement and have read all of the terms before signing this statement.

.....  
PARTICIPANT'S NAME (Please print)

.....  
Boat Name

.....  
PARTICIPANT'S SIGNATURE

Date: .....

.....  
SIGNATURE OF PARENT OR GUARDIAN (where applicable)

Date: .....

**BUNDABERG POWERBOAT CLUB INCORPORATED**  
**LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT**

Please read carefully and fill in all blanks before signing.

I, ..... herby affirm that I am aware that powerboat  
DRIVER'S NAME  
racing has inherent risks, which may result in serious injury or death.

I understand that Driving a powerboat in racing conditions involves inherent risks; death, dismemberment, head and spinal injuries, drowning and other serious injuries that can require treatment, hospitalisation and rehabilitation Boat racing events, may be conducted at a site that is remote, either by time or distance or both from a treatment facility. Powerboat racing is a physically strenuous activity and you will be exerting yourself during race events. I still choose to proceed with such powerboat racing activities in spite of the possibility of injury and or death caused by or resulting from my own conduct during an event.

I understand this Liability Release and Assumption of Risk Agreement (Release) hereby encompasses and applies to all boat driving activities in which I choose to participate in as part of powerboat racing events.

I understand and agree that this Release applies to all divers,

James Welsh	
-------------	--

The rescue and recovery personnel, the facility through which this service is offered, Bundaberg Powerboat Club Incorporated, and any respective employee, officers, agents, contractors or assigns, (hereinafter referred to as "Released Parties"). The "Released Parties" may not be held liable or responsible in any way for any injury, death, or other damages or loss to me, my family, estate heirs or assigns that may occur as a result of my participation in this powerboat racing event program or as a result of the negligence of any party, including the Released Parties, whether passive or active.

In consideration of being allowed to participate in this race meeting, I hereby personally assume all risks of driving in these race events, whether foreseen or unforeseen, that may befall me while I am participating in this powerboat racing event, including but not limited to testing, warm-up sessions, racing activities, dangerous behaviour and emergency diver retrieval from my race boat and water.

I further release, exempt and hold harmless said Released Parties from any claim or lawsuit by me, my family, estate heirs, or assigns, arising out of my enrolment and participation in this event including both claims arising during the event or after I have finished my events for the day.

I also understand that driving a powerboat in racing conditions is a physically strenuous activity and that I will be exerting myself during this event, and that if I am injured as a result of heart attack, panic, drowning, head injury or any other cause, that I expressly assume the risk of said injuries and that I will not hold the Released Parties responsible for the same.

I further state that I am of lawful age and legally competent to sign this liability release, or that I have acquired the written consent of my parent or guardian.

I understand the terms herein are contractual and not a mere recital, and that I have signed this document of my own free act and with the knowledge that I hereby agree to waive my legal rights. I further agree if any provision of this Agreement is found to be unenforceable or invalid, that the provision shall be severed from this Agreement. The remainder of this Agreement will then be construed as though the unenforceable provision had never been contained herein.

I ..... BY THIS STATEMENT AGREE TO EXEMPT AND RELEASE THE  
PARTICIPANTS NAME

DIVERS, 1: James Welsh 2: \_\_\_\_\_, the rescue and recovery personnel, the facility through which this service is offered, Bundaberg Powerboat Club Inc., and all related entities as defined above, from all liability or responsibility whatsoever for personal injury, property damage or wrongful death however caused, including but not limited to, the negligence of the Released Parties, whether passive or active.

I have fully informed myself of the contents of this Liability Release and Assumption of Risk Agreement by reading it before I signed it on behalf of myself and my heirs.

.....  
PARTICIPANTS SIGNATURE

.....  
DATE (Day/month/year)

.....  
SIGNATURE OF PARENT OR GUARDIAN (Where Applicable)

.....  
DATE (Day/month/year)