



2019 ENTRY FORM

EFG



EFG Sailing Arabia - The Tour

2- 16 February 2019

Thank you for your interest.
Within this document are two sections:

Section 1

Must be completed by
all applicants.

Section 2

Should be completed only
by a team **booking a
charter boat** for the event.

Section 1

EFG Sailing Arabia - the Tour 2019

2nd - 16th February 2019



Boat Details

Boat Type: Charter Boat Private Boat (Please fill in the information below)

Name of Team:

Name of Boat (if different to team name):

Name of Owner:

Sail/Hull ID:

Name of Principal Sponsor if Applicable:

Principal Contact for Team (finance, logistics, team management)

Name:

Nationality:

Role/Title:

Email:

Mobile:

Address:

Media Contact

Name:

Nationality:

Role/Title:

Email:

Mobile:

Address:

Section 1

EFG Sailing Arabia - the Tour 2019

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Required Document Checklist (Please tick to confirm you agree to provide these documents by 7th January 2019.)

DIAM24 INSURANCE DOCUMENTATION

Insurance policy covering the hull. The policy should cover sailing in Omani waters.

Insurance policy for the Hull has a suitable third party liability insurance limit that acknowledges that the boat will be sailing in Omani waters.

The hull insurance policy should name Oman Sail LLC as an additional insured party for the respective rights and interests for the duration of the time in Oman.

The insurance policy relating to the hull, detailing the coverage and who the policy is insured with, should be submitted for review and approval by the organisers by the 7th January 2019.

TRAVEL INSURANCE DOCUMENTATION

All crew and support staff with the team have travel insurance that has comprehensive medical and repatriation coverage for Oman and that there are no exclusions in the travel policy for dangerous sports or professional sports persons.

A copy of the travel insurance should be submitted to the organisers by 7th January 2019.

Innoculations - crews are recommended to ensure all innoculations are up to date in advance of travelling to Oman.

WAIVER

All crew members agree to sign a waiver in favour of Oman Sail against damage and loss to or of their property or injury to their person. The waiver is a separate document to this entry form and will need to be signed by all team members at registration on the 2nd February 2019.

Section 1

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Payment Details

Entry costs €22,000. An initial invoice of €11,000 (50% of the fee) will be sent by Oman Sail to the entrant. All remaining fees must be paid before 7th January 2019.

Account Name: OMAN SAIL LLC
Account No: 0323002734340016
Bank: Bank Muscat
Branch: MIH Branch
SWIFT: BMUSOMRXXX

Please advise Nico Honor by email nico@omansail.com when the transfer is done with details of remittance: Transferee Company Name, Bank Name & Date of Transfer

Until these fees are received by Oman Sail LLC, teams are not officially entered in the race.

Contact Details

If you have any enquiries regarding race entry please contact:

Name: Nico Honor
Role: Offshore Race Manager
Email: nico@omansail.com
Mobile: +33 671610129

Declaration

I Principal contact for

Team:

Declare that I wish to enter the above team to EFG Sailing Arabia - The Tour 2019. I also acknowledge that the Organizing Committee, the Race Committee, the Regatta sponsors and their representatives, officers, members and volunteers accept no liability whatsoever for any loss of life, property, personal injury, or damage caused by or arising out of the Regatta. Participants compete entirely at their own risk.

Signature: Date:

Section 2

EFG Sailing Arabia - the Tour 2019

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Charter Agreement

Race Name Of Yacht:

Type: DIAM 24

Length: 24 Foot

Port of Registry: Muscat, Oman

Flag: to be confirmed

This 2019, and in Muscat, Sultanate of Oman, The Contract between the Undersigned Parties has been agrees as follows:

Charterer name:

Address:

Telephone No:

Email:

Name of Boat during event (for communication purposes).....

Owner: Oman Sail LLC

Address: PO Box 2394, PC112

Telephone No: +33 671610129

Email: nico@omansail.com

Charter Particulars

Charter Period:

From: 2nd February 2019

To: 16th February 2019

Port of Delivery: Official marina of Al Mouj Muscat, Sultanate of Oman

Port or Re-delivery: Salalah, Hawana Marina, Sultanate of Oman

Cruising Area:

01. Al Mouj Muscat, Seeb

02. Bandar Al Khiran - Muttrah

03. Sur - Ras Al Hadd

04. Barr Al Hickmann - Masirah Island

05. Duqm

06. Salalah

Max number of passengers permitted onboard:

3 to 4 sailors however the sailors mass will conform with DIAM One Design Rules 2017 Section C.3.3.1.

Section 2

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Signatures

Owner:	Charterer:
Date:	Date:

Sailing Arabia - The Tour Disclaimer

SAILING YACHT RACING IS A HAZARDOUS ACTIVITY.

Anyone intending to participate or become involved either as participants or otherwise do so at their own risk and such individuals should recognise that they may suffer injury and/or loss or damage as a result of such involvement.

The race organisers take no responsibility for such except as specifically set out in the notice of race. Those participating in or otherwise voluntarily becoming involved with the race recognise that such exclusions and indemnities on the part of and for the benefit of the race organisers and others involved in the management and organisation of the race are appropriate and reasonable in the circumstances and recognise their own obligation to secure appropriate insurance and to bring this notice and these exclusions and indemnities to the notice of any third party whom they involve or seek to involve in any way in the race.

1/ AGREEMENT TO CHARTER

The OWNER'S REPRESENTATIVE agrees to charter the Yacht to the CHARTERER and not to enter into any other Agreement for the charter of the Yacht for the same period

The CHARTERER agrees to charter the yacht and shall pay the charter fee, (as agreed in the documentation) the security deposit and any other agreed charges, in cleared funds on or before the dates and to the account specified in this agreement

2/ DELIVERY

The Yacht will be available for the CHARTERER from the designated Muscat marina in Oman. The CHARTERER will take delivery of the yacht in full commission and in working order, seaworthy, clean, in good condition throughout and ready for service, with full equipment, including in date safety and life saving equipment, as appropriate for a yacht of her size and type and enabling the CHARTERER to use the yacht as agreed in clause (9)

3/ RE-DELIVERY (HAND OVER)

The CHARTERER shall re-deliver the yacht to the OWNER/OWNERS REPRESENTATIVE at the end of the period, unless prior arrangements have been mutually agreed, in the same condition as it was received. Any damage to the boat will be charged to the CHARTERER at an agreed rate by the OWNER'S REPRESENTATIVE and must be paid in full prior to the return of a security deposit.

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4/ CRUISING AREA

The CHARTERER shall restrict the cruising of the yacht to within the waters of the Sultanate of Oman as defined by the Notice of Race issued by the event manager of SAILING ARABIA THE TOUR. The designated skipper shall advise the OWNER'S REPRESENTATIVE if they intend to conduct any over night activities during their training program prior to SAILING ARABIA THE TOUR.

5/ MAXIMUM NUMBER OF PERSONS

The Yacht is suitable for a maximum of 4 persons as per the DIAM Class Rules 2017 in section C.3.3.1. This number shall not be exceeded without prior agreement of the OWNER'S REPRESENTATIVE.

6/ CREW

The CHARTERER shall provide a suitable qualified/experienced skipper as agreed by the OWNER'S REPRESENTATIVE, and a suitably experienced crew shall be selected for SAILING ARABIA THE TOUR. It is the skipper's sole responsibility to ensure that the health and safety of the crew are paramount at all times and that the crew do not carry any illegal items or enter into any illegal activities whilst on or associated with the boat.

7/ SKIPPER'S AUTHORITY

The Skipper is responsible for the safe passage of the yacht at all times and shall ensure that the yacht is operated with due consideration and customary and prudent allowance for the prevailing weather conditions and ability of the crew. The Skipper shall ensure that the yacht is well maintained and treated with care at all times and is responsible for advising the OWNER'S REPRESENTATIVE of any defects or repairs made by the skipper or crew.

8/ OPERATING COSTS

Unless agreed otherwise all operating costs, (other than berthing, insurance of the yacht and wear and tear maintenance costs) will be the sole responsibility of the CHARTERER.

9/ USE OF THE YACHT AND ITS ANCILLIARY EQUIPMENT

The CHARTERER shall use the yacht exclusively as a sail training vessel and as a racing yacht. The CHARTERER is responsible for the skipper and the crew. The Yacht may not be sub-chartered or used for any other purpose unless agreed by prior written consent from the OWNER'S REPRESENTATIVE.

10/ NON ASSIGNMENT

The CHARTERER shall not assign this agreement, sub-charter the yacht or relinquish control of the yacht without the written consent of the OWNER'S REPRESENTATIVE.

OWNER'S INITIALS

CHARTERER INITIALS

Section 2

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11/ INSURANCE

The OWNER'S REPRESENTATIVE shall arrange for the yacht to be insured against all customary marine risks for a yacht of her size and type, including cover for third party liability. The CHARTERER shall carry independent insurance for personal effects whilst on board and for any emergency medical expenses or personal accident incurred other than as may be covered under the yacht's insurance (none). Cancellation or curtailment insurance is not covered in this agreement and will be the sole responsibility of the party responsible for the cancellation or curtailment.

12/ LOSS OF USE

In the event that the yacht is damaged or lost whilst in the care, custody or control of the CHARTERER to the extent that it is no longer available for use by the CHARTERER, the OWNER & OWNER'S REPRESENTATIVE shall not be required to nor shall be obligated to provide a replacement yacht for the CHARTERER'S use.

13 / NOTICES

Any notice given or required by either party to this agreement shall be communicated in writing and shall be deemed to have been properly given if proved to have been dispatched and delivered by, hand in person, properly prepaid and addressed mail, courier or email.

14/ LAW & JURISDICTION

This agreement shall be governed by and construed in accordance with the laws of the Sultanate of Oman and the parties hereby submit to the exclusive jurisdiction of the Sultanate of Oman courts.

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OWNER'S INITIALS

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CHARTERER INITIALS

Section 2

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Payment Details

Charter:

Charter costs €6,000. To reserve your DIAM24 for the regatta an initial non-refundable deposit of €3,000 towards the charter fee must be received before 15th November 2019. All remaining fees must be paid before 1st December 2019.

Security Bond:

A refundable bond of €1,500 shall be received by 15th January 2018 to cover any damage to the boat or loss of the equipment on board. The event organiser will *not* accept cash onsite at the event at a security bond.

Account Name: OMAN SAIL LLC

Account No: 0323002734340016

Bank: Bank Muscat

Branch: MIH Branch

SWIFT: BMUSOMRXXX

Contact Details

If you have any enquiries regarding boat charter please contact:

Name: Nico Honor

Role: Offshore Team Manager

Email: nico@omansail.com

Mobile: +33 671610129