



Lightning Fall Series
Buffalo Yacht Club
September 17 to October 22, 2023
1 Porter Ave. Buffalo, NY, 14226



Notice of Race (NoR)

1 RULES

- 1.1 The event is governed by the rules as defined in the current Racing Rules of Sailing and the current Lightning class rules. Membership in the Lightning class is not required and there are no crew weight limitations. Minimum number of people on board is 2. There is no maximum number of people allowed on board.

2 SAILING INSTRUCTIONS

- 2.1 The sailing instructions will be available no later than 9/15/23 via emailing a request to receive them from Matt Franzek at Matthew.franzek@gmail.com

3 COMMUNICATION

- 3.1 The official notice board is located at the on the first floor, lakeside porch window of the Buffalo Yacht Club.
- 3.2 All boats shall carry a VHF radio capable of communicating on channels 16 and 72.
- 3.3 On the water, the race committee may make courtesy broadcasts to competitors on VHF radio channel 72.

4 ELIGIBILITY AND ENTRY

- 4.1 To be considered an entry in the event, a boat shall complete all registration requirements and pay all fees, prior to racing.

5 FEES

- 5.1 Entry fees for the Lightning Fall Series at the BYC are as follows:
\$30 cash or check payable to the Buffalo Yacht Club.

5.2 Other fees:

\$30 fee if you wish to store your Lightning in the Dry Sail Area from September 15, 2023 to October 23, 2023. All Lightnings MUST be removed from the BYC prior to 10/24/23.

6 CREW LIMITATIONS

- 6.1 There are no crew limitations. It is highly encouraged to not leave anyone on the dock if they are interested in sailing a Lightning, even if this means sailing with more than 3 people.

7 SCHEDULE

7.1 Registration:

Date: July 28, 2023 to October 22, 2023
To register, please contact Matt Franzek at
matthew.franzek@gmail.com, Leah Trow at BoatingEd@BuffaloYachtClub.org
or lakeeriedistrict@googlegroups.com

7.2 Dates of racing:

Sunday, September 17, 2023
Sunday, September 24, 2023
Sunday, October 1, 2023
SATURDAY, October 7, 2023
Sunday October 15, 2023
Sunday October 22, 2023

7.3 Number of races:

Multiple races per day are scheduled.

- 7.4 The scheduled time of the first warning signal is 10:30. No warning signal will be made after 12:30.

8 VENUE

- 8.1 The race course will be in the vicinity of Erie Basin Marina inside the Buffalo Waterfront break walls.

9 COURSES

- 9.1 The courses sailed will be windward/leewards.

10 SCORING

- 10.1 The scoring system is as follows: low point scoring
- 10.2 1 race is required to be completed to constitute a series.
- 10.3 A boat's series score shall be the total of her race scores.
- 10.4 There will be no throw out races.

11 CHARTERED OR LOANED BOATS

- 11.1 If you are interested in participating, please reach out to Lightning District 5 at lakeeriedistrict@googlegroups.com

12 BERTHING

- 12.1 Boats will be kept in the Buffalo Yacht Club dry sail area. Buffalo Yacht Club dry sail area is a locked gated dry sail area and only accessible via the club house or with a RFID card issued to BYC slip holders. Please contact Matt Franzek or Leah Trow to coordinate dropping your boat off. Boats are welcome in the dry sail area from September 15th to October 23rd 2023. The BYC will require a signed waiver from all owners. Waiver to be received by the BYC prior to the delivery of any boats. The club will be breaking down the basin in mid-October, please understand we will need to organize the boats later in the season to make room for the docks being removed for the winter.

13 RISK STATEMENT

- 13.1 RRS 3 states: 'The responsibility for a boat's decision to participate in a race or to continue to race is hers alone.' By participating in this event each competitor agrees and acknowledges that sailing is a potentially dangerous activity with inherent risks. These risks include strong winds and rough seas, sudden changes in weather, failure of equipment, boat handling errors, poor seamanship by other boats, loss of balance on an unstable platform and fatigue resulting in increased risk of injury. **Inherent in the sport of sailing is the risk of permanent, catastrophic injury or death by drowning, trauma, hypothermia or other causes.**

14 INSURANCE

- 14.1 Each participating boat shall be insured with valid third-party liability insurance. Prior to delivery of a boat to the BYC property, proof of insurance is to be emailed to Matthew.Franzek@gmail.com and BoatingEd@BuffaloYachtClub.org

15 PRIZES

- 15.1 Prizes will be given as follows: TBD

16 FURTHER INFORMATION

- 16.1 For further information please contact Matt Franzek at matthew.franzek@gmail.com or lakeeriedistrict@googlegroups.com



Buffalo Yacht Club

Lightning Liability Waiver and Boat Storage Agreement

This Agreement is entered into as of the signature date below, by and between Buffalo Yacht Club (the "Club"), and the signatory below (the "Owner").

1. STORAGE LOCATION AND TERM: The Club agrees to permit the Owner to a) store their Lightning sailboat in the drysail lot at the Club's 1 Porter Ave. facility (the "Lot") beginning on September 15, 2023, and b) and launch their Lightning from hoists in the Lot. All Lightnings must be removed from the Lot not later than on October 24, 2023.

2. FEES: Owners who are Club members agree to pay the Club a storage fee of \$30 for the storage period. Owners who are not members of the Club agree to pay the Club a storage fee of \$60 for the storage period. All fees are due prior to or upon delivery of the Lightning to the Lot.

3. LIABILITY WAIVER: The Owner expressly agrees to release, hold harmless, and indemnify the Club and its agents (including but not limited to its officers, members, and employees) from and against any and all liability for personal injuries, property damages or death resulting from the storage and usage of their Lightning, or the Owner's use of the Club's facilities, including but not limited to the hoists, regardless of the cause, including negligence of the Club. The Owner may operate the hoists to launch Lightnings at their sole liability, and the Club may deny the privilege to use the hoist to any individual at its sole discretion, subject to any pre-existing Club bylaws or policies. The Owner further agrees to release the Club, its agents, and any volunteers who may help organize races and other on-the-water activities from any liability arising from such activities.

4. INSURANCE: The Owner is required to maintain, at their own expense, comprehensive insurance coverage for their Lightning, including liability, theft, and damage. Proof of insurance must be provided to the Club upon request.

5. BOAT REMOVAL: If the Owner fails to remove their Lightning by October 24, 2023, the Club may remove and store the Lightning offsite at the Owner's expense, or charge a market rate winter storage fee, at the Club's discretion. Such expenses and fees may include reasonable labor costs for employees or other agents of the Club and its affiliates (including, for such purposes, the Buffalo Yacht Club Foundation, Inc.).

6. MISCELANEOUS: This Agreement shall be governed by and construed in accordance with the laws of the state of New York. This Agreement contains the entire agreement between the parties and supersedes all prior negotiations, understandings, and agreements between the parties, except as pertaining to Lightning removal, any applicable winter storage agreement. Any changes or modifications to this Agreement must be in writing and signed by both parties. This Agreement is not assignable or transferable by either party without the written consent of the other. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable.

IN WITNESS WHEREOF, the parties have executed this Lightning Liability Waiver and Boat Storage Agreement as of the date below.

Owners Signature: _____

Dated: _____