

CSYC CLUB POLICY



ORIGINATION DATE:	May 2, 2016
LAST REVISION DATE:	June 27, 2016
APPROVED BY:	CSYC BoD August 1, 2016

TITLE: Process for Determining Liability in Collisions and Rectifying Damage

RECITATIONS

Colorado Sail and Yacht Club recognizes that collisions sometimes occur between boats participating in its racing events, and that such collisions may result in damages to one or more boats involved in a collision. Colorado Sail and Yacht Club also recognizes that owners of boats damaged in collisions rightfully desire to have those damages rectified. Colorado Sail and Yacht Club requires all boats participating in its racing events to be insured for property damage liability by their owners. Finally as a yacht club sanctioned by US Sailing, Colorado Sail and Yacht Club recognizes that it is bound by the Racing Rules of Sailing (RRS) in these matters.

PURPOSE

Therefore the purpose of this policy is to state the process by which Colorado Sail and Yacht Club expects liability to be determined in the event of a collision between boats participating in its racing events, and by which it expects damages resulting from such collisions to be rectified.

APPLICABILITY

This policy applies to the owners and crews of all boats participating in CSYC racing events, and to the CSYC Board of Directors and Racing Chairperson for consistent enforcement.

DEFINITIONS

Prescriptions - The US Sailing prescriptions to the Racing Rules of Sailing for the applicable year, as provided by RRS rule 88, with US Sailing as the National Authority for the United States of America (as of this writing 2013-2016, available at <http://www.ussailing.org/wp-content/uploads/DARoot/Race%20Admin/Racing%20Rules/Documents/2013-2016.US.Sailing.Prescriptions.rev.06.24.14.pdf>).

RRS - The Racing Rules of Sailing for the applicable year (as of this writing 2013-2016, available at [http://www.sailing.org/tools/documents/ISAFRRS20132016Final-\[13376\].pdf](http://www.sailing.org/tools/documents/ISAFRRS20132016Final-[13376].pdf)).

POLICY STATEMENT

Colorado Sail and Yacht Club shall use the Racing Rules of Sailing (RRS) and associated US Sailing prescriptions to determine fault in the event of a collision between boats that occurs during one of its racing events. In particular CSYC shall follow the statements in RRS Part 2, When Boats Meet, that:

The rules of Part 2 apply between boats that are sailing in or near the racing area and intend to race, are racing, or have been racing. However, a boat not racing shall not be penalized for breaking one of these rules, except rule 24.1.

When a boat sailing under these rules meets a vessel that is not, she shall comply with the International Regulations for Preventing Collisions at Sea (IRPCAS) or government right-of-way rules. If the sailing instructions so state, the rules of Part 2 are replaced by the right-of-way rules of the IRPCAS or by government right-of-way rules.

The US Sailing Prescriptions state as follows:

After [RRS] rule 67 add

US Sailing prescribes 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 shall 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 shall be based on fault as determined by application of the rules***, and that she shall not be governed by the legal doctrine of ‘assumption of risk’ for monetary damages resulting from contact with other boats. [emphasis CSYC’s]

In other words the application of the Racing Rules of Sailing to the collision, and the findings of the protest committee per RRS Rule 64, or the findings of local law enforcement and legal jurisdictions if the rules of RRS Part 2 do not apply, shall determine which boat(s) to fault for the collision.

With respect to the rectification of damage caused by collisions, Colorado Sail and Yacht Club expects owners of damaged boats to file claims with insurers of the at-fault boats, or make satisfactory arrangements with the owners of the at-fault boats. If only one boat was found to be at fault in a collision, then Colorado Sail and Yacht Club expects that boat’s insurer or owner to satisfactorily rectify damage to the other boat(s) involved. If all boats involved in the collision were found to be at fault, then Colorado Sail and Yacht Club expects each boat’s owner to settle with his or her boat’s insurer for the damages to his or her boat, or pay for the rectification of the damage to his or her boat himself or herself, or resolve the breakdown of damage liability amongst at-fault owners and their insurers in a court of law.

Failure of any at-fault owner to satisfactorily rectify damage for which he or she is liable, to another boat involved in a collision which was not at fault, shall be sufficient cause for suspension or termination of the at-fault owner’s membership in CSYC, and for expulsion of the at-fault owner from CSYC, and for an allegation of Gross Misconduct under the RRS, all as provided in CSYC Bylaws.

#