Question 1
The Introduction to the Racing Rules of Sailing (RRS) define some terms as they are used in the RRS. ‘Boat’ has been defined with the following meaning: A sailboat and the crew on board.

a) Does this mean a sailboat for which the RRS apply could it be any sailboat?
b) Does the term ‘boat’ also cover boards and/or other forms of equipment used in sailing competitions, like kiteboards or windsurfers?

Answer 1

a) A ‘boat’ means a sailboat and the crew on board to which the Racing Rules of Sailing apply. The Racing Rules of Sailing use the word ‘vessel’ for a boat to which its rules do not apply. See the preamble to Part 2.

b) Yes. See the preambles to Appendix B and Appendix F.

Question 2
Rule 14, Avoiding Contact, says: A boat shall avoid contact with another boat if reasonably possible, and rule 14(b) uses the term ‘shall be exonerated if she breaks the rule and the contact does not cause ‘damage or injury’

In the preamble to part 2 and in rule 44.1(b) the terms ‘injury or serious damage’ are used.

Do the terms ‘damage or injury’ and ‘injury or serious damage’ in these rules refer to (serious) damage or injury to the boats involved, or do they include (serious) damage or injury to, for example, marks, race committee vessels, jury vessels, leisure or spectator vessels etc.?

Answer 2

The terms ‘damage or injury’ and ‘injury or serious damage’ in the preamble to part 2 and in rule 14(b) refer to ‘damage or injury’ and ‘injury or serious damage’ on boats that are sailing in or near the racing area and intend to race, are racing or have been racing.

The terms ‘injury or serious damage’ in rule 44.1(b) refer to injury or serious damage to anybody or anything in the racing area, including the examples in the question, provided that it occurred as a direct consequence of a boat breaking either a rule of part 2 in an incident with another boat or rule 31.

When the IRPCAS apply, neither the rules of part 2, including rule 14(b), apply nor is exoneration under rule 44 available. Therefore, in an incident between a boat governed by the Racing Rules of Sailing and a vessel that is not, the terms ‘damage or injury’ and ‘injury or serious damage’ as used in those rules are not relevant.
Question 3
Rule 62.1(b) uses the term ‘injury or physical damage’.

Does the term ‘injury or physical damage’ in this rule refer to injury or physical damage on the boat requesting redress, or could it be injury or physical damage to other boats or objects?

For example, a mark is being pushed by another boat onto the boat requesting redress. If the mark deflated, and caused the boat to get entangled with the mark for some time, but the boat does not have any damage, is the deflated mark seriously damaged as the term is being used in rule 62.1(b)?

Answer 3
The deflated mark in the example may or may not be damaged but rule 62.1(b) doesn’t apply in the given situation. The term ‘injury or physical damage’ in this rule refers to injury or physical damage on the boat requesting redress.

For a boat to be given redress under rule 62.1(b), her finishing position must have been made worse by the physical damage or injury and through no fault of her own. It is not sufficient that the incident resulted in injury or physical damage.

Question 4
What is the difference between ‘damage’ and physical damage’.

Answer 4
The word ‘physical’ in rule 62.1(b) makes clear that a boat may not be given redress based on damage to a competitor’s state of mind as a result of an incident.