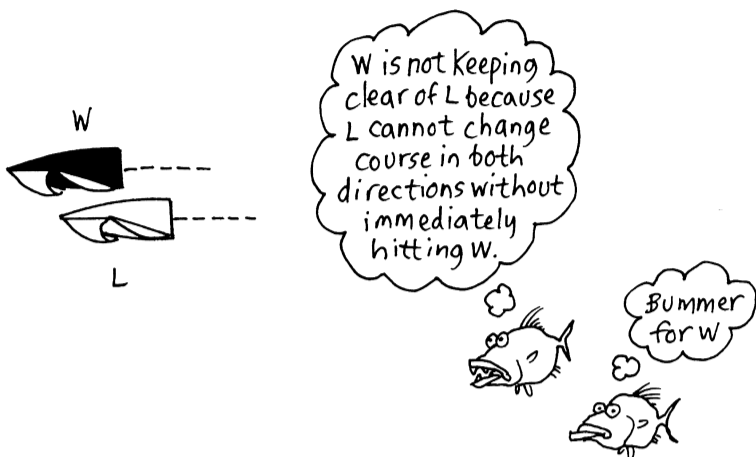


KEEP CLEAR

A boat *keeps clear* of a right-of-way boat

- (a) if the right-of-way boat can sail her course with no need to take avoiding action and,
- (b) when the boats are *overlapped*, if the right-of-way boat can also change course in both directions without immediately making contact.

The *rules* are structured so that when two boats converge on the race course, one has the right-of-way and the other must stay out of her way; i.e., *keep clear*. The preamble to Part 2, Section A reads, “A boat has right of way over another boat when the other boat is required to *keep clear* of her.” I call the boat that is required to *keep clear* the “keep-clear” boat.



The principle in the definition is clear: right-of-way boats should be able to sail their race without keep-clear boats getting in their way. That means that not only must a keep-clear boat not hit a right-of-way boat, she must also not get so close that the right-of-way boat can no longer sail her straight-ahead course because she has to take action to avoid contact with the keep-clear boat. Though this avoiding “action” will normally be a change of course, it could also be a change of speed or some other action.

On the issue of “need,” I believe that when the right-of-way boat has a reasonable apprehension that contact will occur without action on her part, she is justified in saying she “needed” to take action, even if subsequent analysis of the situation shows that the keep-clear boat would have actually cleared her by inches (see Case 50).

The second part of the definition (part (b)) closes a possible loophole caused by rule 16 (Changing Course). Rule 16.1 requires that when right-of-way boats change course, they give other boats *room* to *keep clear*. The loophole is that a *windward* boat (W) or a *port-tack* boat (P) could position herself so close to a *leeward* boat (L) or a *starboard-tack* boat (S) such that the moment L or S changed course she would hit W or P. W or P could then claim that L or S had broken rule 16.1 by not giving her *room* to *keep clear*. The definition closes that loophole by addressing *overlapped* boats and telling W or P that she is not *keeping clear* if she allows herself to get so close to L or S that L or S couldn’t change course in **both** directions at that moment without “immediately” making contact with her. Keep in mind that boats on opposite tacks are considered “overlapped” when rule 18 applies between them, or when both of them are sailing more than 90 degrees from the true wind.

Note that the word “if” in part (b) of the definition suggests that L or S does not need to actually hit W or P to prove she couldn’t change course without making immediate contact. If the protest committee decides that L or S couldn’t have changed course without immediately hitting W or P, then W or P has broken rule 11 (On the Same Tack, Overlapped) or rule 10 (On Opposite Tacks) simply by their extreme close proximity to the right-of-way boats.

“Do I have to keep clear of the right-of-way boat’s crew, sails, equipment, spars, etc. even when they are clearly out of their ‘normal position’?”



Yes. In the “Introduction” to *The Racing Rules of Sailing*, under “Terminology” it says “Boat” means “A sailboat and the crew on board, that are subject to the *rules*.” And the definition makes no distinction regarding whether or not a boat is carrying her crew, sails, equipment, spars, etc. in “normal position” (see Case 91). The only exception is in the rare instance where a boat is *keeping clear* and suddenly something from the right-of-way boat flies out unexpectedly and immediately makes contact with the keep-clear boat. Case 77 describes such a case where just after rounding a leeward *mark*, the head of the spinnaker of the boat *clear ahead* (A) came loose and flew back and touched the headstay of the boat *clear astern* (B). The decision concludes, “[Rule 12] requires B to keep clear of A, which she is doing because nothing B did or failed to do required A ‘to take avoiding action’ (see the definition Keep Clear). This is shown by the fact that the contact between them results exclusively from A’s equipment moving unexpectedly out of normal position.” So no penalty.