



# CHRISTMAS 10K SWIM

## EVENT TERMS & WAIVER

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### Terms and Conditions of Entry

The Christmas 10K Swim (the **Event**) is approved subject to conditions (specified by local government), and whilst a conditional approval has been granted, it is acknowledged that this approval is also subject to the relevant State Emergency Management COVID-19 Directions (**Directions**) applicable at the time of the Event, which may restrict the type, scale or conditions under which the Event can proceed.

The Event is sanctioned by Masters Swimming Western Australia (**MSWA**) and insured through a policy held by MSWA which provides public liability cover for the Event. It is acknowledged that no personal accident cover is provided for registered swimmers of the Event.

It is acknowledged that the Event is held in accordance with the relevant Directions applicable at the time of the Event and participants (including accompanying spectators) will adhere to guidance and instructions issued by the organisers prior to, or on the day of, the Event. Should the organisers be required to cancel the Event to comply with any local, State or Federal authority requirement, entry fee refunds will be at the organiser's discretion. If the enforced cancellation is confirmed on/before Saturday 5<sup>th</sup> December 2020, the organiser will use best endeavours to refund up to 50% of entry fees, provided that all other event contractual commitments have been met first. There will generally be no refunds possible if the enforced cancellation is confirmed after Saturday 5<sup>th</sup> December 2020.

The organisers of the Event reserve the right to vary the course or change or cancel the Event because of weather or other adverse conditions. For any cancellation of the Event in such circumstances, there will be no refund of entry fees.

Except to the extent that the 10km Challenge is subject to FINA rules for the purpose of qualifying swims (for Rottneest Channel and/or Port to Pub Swims), the Event is generally conducted according to MSWA Local OWS Rules. A copy of these rules is available on both MSWA and Event websites.

Entrants must be able to swim the 10km course within 4 hours 15 minutes. Any swimmers still on the course after this time will accept the referee's request to exit the water. Only well prepared and medically fit swimmers should take part. Swimmers with pre-existing medical conditions that may be of concern to the race organisers are requested to advise the Race Director of their condition at Registration on race day. Any registered swimmer withdrawing from the Event for any reason will not be entitled to an entry fee refund.

The Event is open to participants of all standards and age groups with the exception of the following minimum age requirements on the day of the event – 10km Challenge minimum age is 14 years and 1-Lap Cruiser minimum age is 12 years.

All swimmers should exercise due caution when approaching slower swimmers on the course. Slower swimmers should endeavour to start further back at the start line to allow faster swimmers to swim away from the start line first.

Swimmers found displaying unsporting conduct will be disqualified. No entry fees will be refunded in this instance.

Event race caps will be issued to all swimmers at registration and must be worn on swimmers' heads at all times. Refusal to do so will result in disqualification from the Event. No entry fees will be refunded in this instance.

Wetsuits and non-FINA compliant swimwear may be worn, but swimmers wearing these items will not be eligible to secure an official qualifying time. All swimmers who complete the Event will record a finishing time.

No watches, heavy jewellery or fit bands are permitted and, for safety reasons, no paddles, fins, flotation devices or swimming aids may be used. In these instances, disqualification from the Event will occur. No entry fees will be refunded in this instance. Snorkels may be worn at the discretion of the Race Director.

Guidelines for all registered personal paddlers:

- Each swimmer in the 10km Challenge may have a personal paddler and if so, ensures that their paddler understands all guidelines.
- Personal paddlers are not compulsory but are highly recommended in the 10km Challenge.
- No paddlers are permitted in the 1-Lap Cruiser.
- Paddlers will be allowed to accompany their swimmer throughout the course with exception of the "paddler exclusion zone" at the start of the race and the finish channel which commences at the green buoy.
- Paddlers should be situated to the side of their swimmer.
- Paddlers will ensure swimmers maintain the correct course. However, they are not to assist or interfere with any swimmer unless that swimmer indicates they are in need of assistance or are to be removed from the water.
- Paddlers should be situated to the side of their swimmer.



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- Paddlers must not lead swimmers nor attach navigation devices to their craft to assist swimmers e.g. guide ribbons.
- Paddlers are required to give way to swimmers and ensure they do not encroach on the boating perimeter.
- During fuel stops swimmers must not support themselves on any part of the paddler or paddle craft.
- During fuel stops paddlers should ensure, to the best of their ability, that they are not impeding the progress of other swimmers in the Event.

All competitors (swimmers and personal paddlers) must attend the compulsory race briefing at approx 7.15am, and any swimmer under the age of 18 must be accompanied by a parent or guardian on the day of the Event, with that parent or guardian also attending the race briefing and remaining present until the completion of the Event. NO EXCEPTIONS.

I, the undersigned, accept the Terms and Conditions of the Event.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
*Signature of parent or guardian if swimmer is under 18 years of age*

### Agreement Waiver and Indemnity

In consideration of acceptance of my entry in the Christmas 10K Swim (the **Event**), I, the undersigned, for myself, my heirs, executors and administrators agree and declare that:

I hereby waive release and discharge all and every claim, right or cause of action, for which might have or arising out of my death, injury, damage or loss of any description whatsoever which I may suffer or sustain as the result of my participation in the Event EXCEPT to the extent that such may be proven to have been caused by the wilful act or omission of any one or more of the parties hereafter referred to as the Indemnified. This waiver release and discharge shall operate jointly and severally in favour of the following, namely Cockburn Masters Swimming Club Inc., Masters Swimming Western Australia, any sponsors, supporters, persons, corporations, contractors, subcontractors, servants, volunteers, or employees involved or otherwise engaged in promoting, staging, administering, running or controlling the Event (the **Indemnified**).

I agree to indemnify and keep indemnified the Indemnified against all actions, suits, demands, claims, proceedings, costs, expenses, liabilities and judgements arising out of, or in relation to, my participation in the Event.

I consent to receive such medical aid or preventative treatment which may be deemed advisable in the unfettered discretion of the Race Director, Safety Officer, Medical Officials and Water Safety Providers in the event of any injury or accident or illness to me as the result of my participation in the Event.

I acknowledge that all competitors' details are entered into a database which may be used for future promotional, marketing and publicity purposes by the Indemnified and/or its sponsors.

I consent to the free use of my name and any photograph taken during the course of the Event to be used in any promotional, marketing or publicity material, video, website or telecast by the Indemnified and/or its sponsors.

I acknowledge that open water swimming is a strenuous and hazardous activity and accidents can and often do occur and I affirm that I have properly trained for and fully satisfied myself as to my physical and medical condition to compete in the Event.

I agree to, abide by, and accept the rules and regulations of the Event whether announced on the day or prior thereto and to accept the decisions of the Race Director and Event organisers.

If applicable, I, as parent or guardian, remain responsible for my child at all times and have read and understood and agree to be bound by this agreement, waiver and indemnity in relation to my child's participation in the Event.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
*Signature of parent or guardian if swimmer is under 18 years of age*