

## Boulder Bank Blast 5km Fun Swim Fundraiser - 25th January 2015

### **WAIVER, RELEASE AND INDEMNITY:**

1. I acknowledge that this swim event involves the risk of serious injury or even death from various causes including overexertion, heart attack, equipment failure, dehydration, hypothermia or accidents with other competitors.
2. I understand that I must not compete in this event unless I have trained appropriately and I confidently believe that I am sufficiently fit and healthy to compete in this event.
3. By competing/participating, I accept all risks necessarily flowing from my participation which could result in loss of life or permanent injury. Accordingly, I release all persons or corporations associated directly or indirectly with the conduct of the event from all claims demands and proceedings arising out of my participation and I hereby indemnify them against all liability (including liability for their negligence and/or recklessness and the negligence and/or recklessness of others) for all injury, loss or damage arising out of or connected with my participation in this event. This release shall extend to and include volunteers including medical and paramedical personnel appointed for the event, the owners, licensees and occupiers of land upon which the event or any part of it is conducted, any statutory body or local authority having control over any land upon which the event or any part of it is conducted or which is involved directly or indirectly with the event in any manner whatsoever and promoters, sponsors and event organisers.
4. I consent to receiving any medical treatment that the event organisers think desirable during or after the event.
5. I acknowledge that safety precautions undertaken by organisers (such as course supervision, race safety briefing) are a service to me and other competitors but are not a guarantee of safety. I accept that I have an important responsibility to carefully read and listen to all safety briefings and to immediately seek clarification on anything which is not entirely clear to me.
6. I consent to the event organisers using my name, image and likeness before, during or after the event for event promotional broadcasting or reporting purposes in any media.
7. I understand that I am fully responsible for the security of my personal possessions at the event.
8. If the event is postponed due to poor weather, rough seas or any other condition beyond the control of the organisers, I accept that my entry fee/donation will not be refunded, but applied to the rescheduled event.
9. I agree to my name and contact details being included on the event database. (You may unsubscribe from this at any time.)
10. I agree to abide by all swim rules and directions issued by the event organisers.
11. I acknowledge that by reason of circumstances beyond the control of the event directors, it may become necessary or desirable to change the format of the event, and if that occurs, I consent to the changes and I agree that each and every of the conditions herein set out shall apply to that changed event.

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12. If I am below the age of 16 years I will have these terms and conditions viewed and signed by my legal guardian (on entries taken at a race) or agreed (through the online entry process) which will in effect give consent for me to swim this event. Children under the age of 16 wanting to compete in these events should have a high level of swimming ability and fitness. Parental guidance is required.
13. In consideration of the acceptance of this entry, I assume full and complete responsibility for any injury or accident which may occur while I am traveling to or from the event, during the event, or while I am on the premises of the event.
14. I also am aware of and assume all risks associated with participating in this event, including but not limited to falls, contact with other participants, effect of weather, boat traffic, and conditions of the sea. I, for myself and my heirs and executors, hereby waive, release and forever discharge the event organisers, sponsors, promoters, and each of their agents, representatives, successors and assigns, and all other persons associated with the event, for all my liabilities, claims, actions, or damages that I may have against them arising out of or in any way connected with my participation in this event.
15. I understand that this waiver includes any claims, whether caused by negligence, the action or inaction of any of the above parties, or otherwise.
16. I hereby grant full permission to any and all of the above parties to use any photographs, videotapes, motion pictures, website images, recordings or any other record of this event.

**Signature:**

**Date:**

### **PARENTAL CONSENT FOR MINOR PARTICIPANT and INDEMNITY AGREEMENT**

I have read and understood the above waiver, release and indemnity, and have discussed the same signing above. I am satisfied that the said minor understands the waiver and release and his/her obligations consideration of the participation of my minor child/ward I too agree to waive, release and indemnity the Releases set out above. I am aware that by signing this agreement I am waiving substantial legal rights, which my minor child/ward heirs, executors, administrators and next of kin may have against the Releases.

**Signature:**

**Date:**