



## Terms and Conditions of Entry

### Emergency Evacuation Plan

On the day of the Aussie Ocean Swim (now called the Event) there will be a full briefing for all water safety directly involved, in regards to any major risk or incident, requiring all swimmers to evacuate the water.

### **Safety and Risk Warning (Section 5M Civil Liability Act 2002)**

All swimmers intending to swim in this event must agree to abide by the following safety and risk warning statement.

Support craft will be patrolling the course for the duration of the Event. If a swimmer feels unable to go on, they should attract the attention of the water safety personnel. DO NOT PANIC, remain stationary, raise your arm and wait for assistance. A swimmer deemed incapable of completing the course will be brought onto one of the support vessels by the water safety team and transported to shore. However, please note that your safety cannot be guaranteed.

Warning is given to all entrants that this is a demanding ocean swim Event. Obvious risks include and are not limited to the following: injury and/or drowning, due to being hit by other persons, objects, boats or vessels. Other obvious risks include cold weather and water, entry and exit injuries, stings, sandbars, medical conditions and marine life.

Swimmers enter at their own risk and are responsible for their own physical condition. Any swimmer who has not passed the final swim buoy by 10:00am will be removed from the Event and transported to shore.

Any swimmer who does pull out of the Event must notify event officials immediately and return the timing chip. Failure to return the timing bracelet will result in a fee of \$50.

Prior to starting your swim, you must cross over the timing mats which are located on the beach. Failure to cross these mats will result in no timed swim. The mats are located between the barriers on the beach, at the starting area.

While in the water, all swimmers must comply with the directions of lifeguards and/or the water safety team, if you fail to do so you will be disqualified from the Event.

**Known Conditions Statement: It is the responsibility of the swimmer to inform themselves of the beach and water conditions.**

### **Insurance**

I acknowledge and agree that SLSA has arranged limited insurance coverage for me whilst I am participating in the Event which may provide me with some protection for loss, damage or injury that I may suffer during my participation in the Event. However, I acknowledge and agree that the insurance taken out by SLSA may not provide full indemnity for loss, damage or injury that I may suffer during my participation in the Event and that I may have to pay the excess if a claim under the insurance is made on my behalf. I agree that my own insurance arrangements are ultimately my



own responsibility and I will arrange any additional coverage at my expense after taking into account SLSA's insurance arrangements and my own circumstances.

### **Waiver and Indemnity**

THIS IS A DANGEROUS RECREATIONAL ACTIVITY AND YOU ENTER AT YOUR OWN RISK.

There are numerous obvious risks to participating in the Event.

Obvious risks include and are not limited to the following: injury and/or drowning, due to being hit by other persons, objects or boats. Other obvious risks include, cold weather and water, entry and exit injuries, stings, sandbars, medical conditions and marine life. Each swimmer should be a competent ocean/surf swimmer.

Officials maintain the right to reject or refuse any entry.

Medical officers commissioned by Surf Life Saving Australia have the authority to remove a competitor from the swim for reasons at their discretion.

All swimmers must be unaided; e.g. non FINA approved swim wear, no flippers, boards, or any other floating gear is permitted. All swimmers must swim the prescribed course.

**Use of Wetsuits:** Approved wetsuits may be worn if at 30 minutes prior to the Event commencing the water temperature is below 18 degrees Celsius. If the water temperature is 18 degrees Celsius or over wetsuits will not be permitted.

Water temperature will be taken approximately 30 minutes prior to the commencement of the Event. The temperature reading will be taken behind the broken wave line, or approximately 75 metres off shore, and 30 centimetres below the surface.

The Event Organisers reserve the right to examine wetsuits and refuse permission for a suit to be worn, if it is not deemed to be standard (i.e. Not Approved).

The only wetsuit as approved as standard must:

- a) Be a maximum thickness of 3.00mm at any location of the wetsuit, with a tolerance of 0.3mm.
- b) Contain no additional flotation or buoyancy assistance.

Wetsuits **must not** carry any commercial or sponsorship identification other than that of the wetsuit manufacturer. This wetsuit manufacturer identification can only be the size which is standard to off-the-rack wetsuits of that company. All swimmers are to wear their prescribed swim cap and timing bracelet.

The decisions of the Race Director are final. All swimmers are to behave in a sportsman like manner.

### **Disclaimer**

1. I hereby waive release and discharge all and every claim, right or cause of action (including for negligence, for breach of contract or breach of Statute) for which I might have or which arises out of my death, injury, damage or loss of any description which I may suffer or sustain as the result of my participation in the Event.



2. This waiver release and discharge shall operate jointly and severally in favour of the Indemnified Parties, namely: the Surf Life Saving Association of Australia (and any of its State Centres, Branches, affiliated Surf Live Saving Clubs and Committees), sponsors, supporters, persons, corporations, contractors, sub-contractors, volunteers, servants and employees involved or otherwise engaged in organising, promoting, staging, administering, running or controlling the Event.
3. I agree to indemnify and keep indemnified the indemnified parties against all actions, suits, demands, claims, proceedings, costs, expenses, liabilities and judgments (including for negligence, breach of contract or breach of statute) arising out of or in relation to my participation in the Event. This indemnity may be pleaded as a bar to any action, claim, demand, suit or legal proceedings.
4. I consent to receive such medical aid or preventative treatment which may be deemed advisable in the unfettered discretion of Event Medical personnel and Lifesavers in the event of any injury accident or illness to me as the result of my participation in the Event.
5. I consent to the free use of my name, personal information, photograph, interview or appearance in any newspaper, promotion, advertising material, publication, video, broadcast, website or use in any media now known or yet to be devised, by the Event and/or its sponsors.
6. I affirm that I have properly trained for and fully satisfied myself as to my physical and medical condition to compete in the Event.
7. I agree to abide by and accept the rules and regulation of the Event whether announced on the day or prior thereto and to accept the decisions of both the Race Director and the Competition Committee.
8. I agree and accept that the Competition Committee may, at its absolute discretion, vary the rules and regulations of the Event and without prior notice to me.
9. I agree to accept full responsibility to inform myself and assess all the dangers hazards and risks of entry in the Event and rely solely on my own assessment of these dangers, hazards and risks before participating in the Event and notwithstanding any decision thereon made by the race committee and other persons corporations and bodies involved engaged in promoting or staging the Event.
10. I agree that in the event of cancellation of the Event my entry fee shall not be refundable.
11. I agree that as a person to whom recreational services are supplied by the organisers, it is a term of my entry that I engage in the recreational activity of the Event at my own risk.
12. I agree that the terms and conditions contained in this entry form shall be construed broadly to provide a release, indemnity and waiver to the Indemnified Parties of any liability for loss injury or other damage to personal property to the maximum extent permitted by law
13. The Event reserves the right to recoup from the participant any costs associated with a Search & Rescue if that participant has failed to notify officials that they have withdrawn from the event.

#### **Indemnity in respect of persons under 18 years**

In consideration of the Event agreeing at my request to accept the entry of the minor applicant I agree for myself, my heirs, executors and administrators to indemnify and keep indemnified the Indemnified Parties against all actions, suits, claims, proceedings, demands, cost, expenses, liabilities or judgments which the applicant and I may have against the Indemnified Parties but for the terms of this agreement in respect of any death, injury, damage or loss sustained by the minor applicant as the result of the minor applicant's participation in the Event. I affirm that I have full authority on



behalf of both Parents and/or Guardian to sign this indemnity AND that this indemnity may be pleaded as a bar to any action claim demand suit or legal proceedings.

### **Refund Policy**

THE AUSSIE OCEAN SWIM IS SUBJECT TO WEATHER CONDITIONS ON THE DAY. IF THE CONDITIONS ARE ASSESSED TO BE TOO DANGEROUS FOR THE EVENT TO PROCEED, THERE WILL BE NO RE-RUN OF THE EVENT AND ENTRIES WILL NOT BE REFUNDABLE.

The Event policies and management practices ensures high professional standards in the delivery of the Event are maintained, whilst prioritising safety and reducing hazards to swimmers and personnel involved in the Event.

Refund conditions:

1. Participants must contact the Event organisers more than five (5) working days prior to the Event date outlining their request to cancel their entry. Registration fee less 5% will be refunded to cover bank fees and charges.
2. Any Event participant who withdraws from the Event within five (5) working days of the Event date **no refund** will be payable.

### **Dispute Resolution - Event Results and Sportsmanship**

The Event will ensure that all competitors have access to a fair and equitable process in dealing with grievance and provide an avenue for competitors to affect their final position.

The policies and procedures to raise a complaint and dispute must be completed as follows:

1. Each complaint/dispute must be submitted in writing to the Race Director within 45min of the swim for consideration.
2. Each complaint/dispute will be dealt with by the Race Director of the Aussie Ocean Swim and the SLSA Appeals Committee.

### **Privacy Policy**

The Aussie Ocean Swim respects your ability to make informed choices about the collection and use of your personal information. The Event respects your right to privacy and we are bound by National Privacy Principles in the Privacy Act. We use personal information collected from competitors to inform them of competition details or advance notice of competitions. We consider that information provided by you to us is sensitive and deserves to be handled with the utmost care. For this reason, all files are strictly confidential and all information is classified.

### **Website Disclaimer**

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