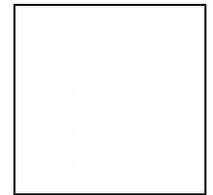




EVENT WAIVER & TERMS & CONDITIONS



Terms and Conditions of Entry

The organisers of the 2019 Swim Thru Perth (hereafter called the Event) reserve the right to vary the course or change or cancel the Event because of weather or other adverse conditions. There will be no refund of entry fees.

The Event is sanctioned by Masters Swimming Western Australia (MSWA) and insured through policies held by MSWA. These provide personal accident cover for all registered swimmers and public liability cover for the Event. The Event is 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 various swim courses within the stipulated swim times as follows:

250m – 15 mins, 800m – 35mins, 1.6km – 2 hours, 3.5km – 1hr 45mins. 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.

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: 250m minimum age 8 years; 800m minimum age 10 years; 1.6km minimum age 11 years; 3.5km minimum age 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 may be worn, but there will be a separate "Wetsuit" category which is not eligible to win prizes. 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. No personal paddlers are to accompany swimmers.

Age category awards to 3.5km swimmers only and to those not gaining any other prizes. MSWA OWS Series points earned for all 3.5km, 1.6km and 800m swimmers from Masters Swimming Clubs. Team prize awarded to club with first four swimmers across the line in the 3.5km event. Corporate Cup trophy awarded in 800m swim with company/ organisation with most number of swimmers in 800m event (where equal numbers, the company with the fastest of the last swimmer across line will win). The Primary School with the most entrants will win the Schools Challenge in the 250m.

Late entries will be accepted subject to a total field cap. Late entries are eligible for prizes.

All competitors must attend the compulsory race briefing for their event as follows: 250m - 7.35am; 800m – 8.00am, 1.6km & 3.5km – 8.20am, 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 2019 Swim Thru Perth (hereafter called 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: Claremont Masters Swimming Club, 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 committee.

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