

## **Conditions of Entry**

- 1. Entry to the Swimming NT Open Water Series is limited to the first 100 entrants.
- 2. Supplied swim caps must be worn in the race
- 3. No personal paddlers to accompany swimmers.
- 4. Paddles, fins or flotation devices are not allowed.
- 5. Entrants are required to follow the directions of race officials at all times and abide by the organisers' rules.
- 6. Entrants must be physically fit.
- 7. Swimming NT takes no responsibility for personal possessions and equipment during the swim.
- 8. All competitors must agree to the disclaimer below.
- 9. Minimum age for all events is 11 years (on day).

## Swimming NT Open Water Swimming Disclaimer

In consideration of and as a condition of acceptance of my entry in the Swimming Northern Territory Open Water Series ("the Event"):

- 1. I acknowledge the Event is an extreme test of a person's physical and mental limit, and carries with it the potential of death, serious injury and property loss. The risks include but are not limited to, pollution, temperature, weather, lack of hydration, contact with fauna (including crocodiles), conditions of athletes' equipment, the actions of any, all or a combination of participants, volunteers, spectators or producers of the event;
- 2. I assume the risk of participation in the Event;
- 3. I certify that I am physically fit, have sufficiently trained for participation in the event and have not been advised otherwise by a qualified medical person;
- 4. I, for myself, my executors, administrators, heirs, next of kin, successors, and assigns, WAIVE all and any claim, right of causes of action and forever RELEASE AND DISCHARGE all persons, corporations and bodies involved or otherwise engaged in promoting or staging the event and the employees, agents, volunteers, officials, representatives and officers or all or any of them which might otherwise have, for or arising out of:
  - 4.1.1. loss of life or injury, damage or loss of any description whatsoever and howsoever caused, suffered or sustained in the course of, consequence upon or incidental to our entry or participation in the said event, and
  - 4.1.2. any publication, or use in any form of media whatsoever of my name or photograph or both, whether for advertising of the Event or otherwise.
- 5. I INDEMNIFY the persons or entities or other individuals or entities as a result of any of my actions during the Event and associated activities.
- 6. The waiver, release and discharge and indemnity in this document operates separately in favour of all persons, corporations and bodies involved or otherwise engaged in promoting or staging the Event and the employees, agents, volunteers, officials, representatives, and officers of all and any of them and includes but is not limited to Swimming Northern Territory Inc, Darwin Waterfront, Surf Life Saving NT, City of Darwin and the Northern Territory of Australia.
- 7. I consent to receive medical treatment that may be deemed advisable in the event of any, all or a combination of injury, accident or illness during the Event and associated activities.
- 8. I permit the publication, or use in any form of media whatsoever of my name or photograph or both, whether for advertising of the Event or otherwise.
- 9. This document shall be constructed to provide a waiver, release and discharge and indemnity to the maximum extent permissible under the applicable law.
- 10. If the event is cancelled due to dangerous environmental conditions I understand that entry fees will not be refunded.
- 11. I hereby certify that I am eighteen (18) years of age or older. I have read this document and I understand its contents, or if under 18 years that the contents of the waiver have been explained to me by my parents or lawful guardian and that their consent to my participation in this event is provided below.