



Barney Mullins Swim Classic 2010



SWIMMER'S DECLARATION

Risk warning pursuant to Civil Liability Act 2002 (Section 5M).
 Ocean swims are demanding and potentially dangerous events. Risks include drowning, natural obstacles, man-made or controlled obstacles, collisions with other swimmers and marine attack. The Ocean Swim takes place in the open ocean. Swimmers enter at their own risk. You should have a medical check prior to entry and prepare for the event by training and testing your capability over the race distance and conditions. Water safety craft will patrol the course for the duration of the Ocean Swim. If a swimmer feels unable to proceed further in the swim, the attention of the water safety personnel should be sought by holding your arm in the air. The Ocean Swim organisers cannot guarantee your safety. The Ocean Swim organisers reserve the right to bring to shore by water patrol any entrants which they deem to be incapable of competing further in the event. While in the competition area –including the beach and water environments – entrants must follow all directions of Freshwater Lifesavers and the Ocean Swim's organiser's officials and water safety personnel.

AGREEMENT WAIVER AND INDEMNITY

1. In consideration of acceptance of my entry in the Barney Mullins Classic I the undersigned for myself, my heirs executors and administrators agree that:-

I hereby waiver, release and discharge all and every claim, right or cause of action for which I might have or arising out of my death, injury, damage or loss of any description whatsoever which I may suffer or sustain as a result of my participation in the event EXCEPT to the extent that such may be proven to have been caused by the wilful act, omission or neglect of any one or more parties herein after referred to as Indemnities.

2. This waiver release and discharge shall operate jointly and severally in favour of the following: Namely:-Freshwater Surf Club, organisers of the Barney Mullins Classic Ocean Swim, Warringah Council, Surf Life Saving Australia (and any of its State Centres, Branches affiliated Surf Life Saving Clubs and committees, sponsors, supporters, persons, corporations, contactors, subcontractors, servants and employees involved or otherwise engaged in promoting, staging, administering, running or controlling the event).

3. I agree to Indemnify and keep indemnified against all actions, suits, demands, claims, proceedings, costs, expense, liabilities and judgements arising out of or in relation to my participation in the event.

4. I consent to receive such medical aid or preventative treatment which may be deemed advisable in the unfettered discretion of Medical Officers and Lifesavers in the event of any injury, accident or illness to me as a result of my participation in the event.

5. I consent to the free use of my name and/or photograph in any newspaper, promotional advertising material, video or telecast taken by or on behalf of Freshwater Surf Club and/or its sponsor.

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 regulations of the event whether announced on the day or prior thereto and to accept the decisions of the Event Organising Committee.

8. I acknowledge that I have received a risk warning in relation to the recreational activity in that the swim is conducted in open water and while lifesaving services will be present on the beach and in the water, my condition and progress in the race cannot be individually monitored.

9. I acknowledge that the swim is a recreational activity and that, notwithstanding recreational services are supplied to me in the swims, I participated in the swim at my own risk.

10. I agree to compete with a spirit of fair play and sportsmanship as determined by the Event Organiser. I agree to abide by the decisions of officials and event managers of the Barney Mullins Classic.

I hereby acknowledge that of my own free will and desire I have entered the Barney Mullins Classic for the purposes of competing in an Open Ocean Swimming Event and that I have read, understood and accept without amendment all parts of the Indemnity Waiver.

Signed _____ Dated _____

Indemnity of persons under 18 years of age

In consideration of the Freshwater Surf Lifesaving Club agreeing at my request to accept the applicant entry I agree for myself, my heirs, Executors and Administrators to indemnify and keep indemnified the aforesaid indemnities against all actions, suits, claims, proceedings, demands, costs, expense, liabilities or judgements which the applicant and I may have against all actions suits, claims proceedings, demands, costs, expense, liabilities or judgements which the applicant and I may have against the Indemnities but for these presents in respect of the applicants 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 indemnity may be pleaded as bar to any action claim, demand suits or legal proceedings.

Parent/Legal Guardian Name _____

I do hereby acknowledge that my child/ward has entered the Barney Mullins Classic of his/her own free will for the purposes of competing in an Open Ocean Swimming Event and I have read, understood and accept without amendment all parts of the Indemnity Waiver.

Signed _____ Dated _____