

2019 Season Aquathon Risk Assessment and Terms and Conditions

All participants intending to race/partake in this event must agree to abide by the following safety and risk warning statement. Parents or Legal Guardians must sign on behalf children entering race's.

SWIM RELATE Lifeguards (pool area) and Volunteers will be patrolling the course for the duration of the Aquathons, (hereafter called the Event). If a swimmer feels unable to go on, they should attract the attention of the Lifeguards. DO NOT PANIC, remain stationary, raise your arm and wait for assistance. Any swimmer deemed incapable of completing the swim part of the race course will be brought onto the pool side. Please note however that your safety cannot be guaranteed.

Warning is given to all entrants that this is a physically demanding event. Obvious risks include to being hit by other persons, other obvious risks include, cold weather and water, entry and exit injuries, stings and medical conditions.

Swim SPECIFIC

Swimmers enter at their own risk and are responsible for their own physical condition.

Any swimmer who does pull out of the race/s must notify the race officials immediately and return and identifying badges of wrist bands.

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 pool and water conditions.

Insurance

Aquathon events at Helmsley Recreation Ground are covered by own public liability insurance. This does not include personal accident insurance. It is strongly recommended that you take out your own personal accident cover for the Event. A private health insurance policy may include this, however you will need to check this specifically with your private health insurer

Waiver and Indemnity

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

There are numerous obvious risks to participating in the 'HRC Aquathons' (hereafter called the Event).

Obvious risks include and are not limited to the following: injury and/or drowning, due to being hit by other persons, slipping and tripping and personal health conditions such as cardiac events, Other obvious risks include, cold weather and water, entry and exit injuries, heat/cold extremes, physical exertion and stings. Each entrant should be of competent physical ability to compete in their chosen event(s) and where event(s) include water, the swimmer should be a competent swimmer for the entry level race selected.

Each participant will be required to wear identification including a swimming cap if required.

Officials maintain the right to reject or refuse any entry.

First Aiders at the Event have the authority to remove a competitor from the event without reason.

All participants must be unaided; eg no flippers, wet suits, boards, or any other floating gear is permitted. All swimmers must swim the prescribed course. Runners must wear appropriate apparel including suitable running shoes.

The decisions of the Race Organiser are final. All participants 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 rules) for which I might have or which arises out of my death, injury, damage or loss of any limb 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: Helmsley Recreational Charity, sponsors, partners, Helmsley Town Council, First Aider, Lifeguards, 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 used as a bar to any action, claim, demand, 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 First Aiders and Lifeguards 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 agree to allow sponsors to contact me on offers and services that may be of interest with my choice to unsubscribe or opt out at my own discretion at any time.
7. I agree to use of my images, name for purpose of social media or event promotions.
8. I affirm that I have considered training for and fully satisfied myself as to my physical and medical condition to compete in the Event.
9. 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 Organiser and any Official Volunteer.
10. I agree and accept that the Race Organiser may, at his/her absolute discretion, vary the rules and regulations of the Event and without prior notice to me.
11. 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 not with standing any decision thereon made by the Race Organiser other persons or bodies involved engaged in promoting or staging the Event.
12. I agree that in the event of cancellation of the Event my entry fee shall not be refundable.
13. 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.
14. 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
15. The Event reserves the right to recoup from the participant any costs it incurs associated with a personal injury to a contestant that he/she has failed to notify Race Officials that they have withdrawn from the event.

Indemnity in respect of persons under 16 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

Helmsley Recreational Charity may if conditions dictate choose to not run the Event or to terminate it early, In either case no refunds will be offered, the monies raised going to offset the costs or running the event with any residue being donated to Helmsley Recreational Charity 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:

- Over 7 days before the Event Participants must contact the Event organisers as soon as is practical outlining their request to cancel their entry. Any Registration Fee paid less 50% will be refunded to cover administration, and bank fees and charges.
- Any Event participant who withdraws from the Event within seven (7) working days of the Event is liable to no refund.

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:

- Each complaint/dispute must be submitted in writing to the Race Organiser within 24 hours of the event for consideration.
- Each complain/dispute will be dealt with by the Race Organiser.

Privacy Policy

Helmsley Recreational Charity 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 Date Protection Regulations. We use personal information collected from competitors to inform them of competition details or advance notice of

competitions and their results. 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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Emergency Procedure Plan

On the day of the Event/s there will be a full briefing for all water and land safety directly involved, in regards to any major risk or incident, requiring all swimmers to evacuate the water or runners to evacuate the course

I have read and understood this agreement.

Signed..... (Child's Name.....)

Date.....

If signing on behalf of a child (under 16 years old), please enter their name above.

Thank you.