

## SunSmart Busselton Jetty Swim 2019

### *Terms & Conditions of Entry (includes the 3.6km Solo Swim, Relays, One Mile Swim to Shore and Kids Swim)*

1. In consideration of and as a condition of acceptance by Busselton Allsports Inc ("Organisation") of my entry in the SunSmart Busselton Jetty Swim 2019 ("the Event") I for myself, my heirs, executors, administrators and legal personal representatives hereby waive all and any claim, right or cause of action which I or they might otherwise have or at any future time have against the Organisation for or arising out of loss of life or injury (including psychological trauma) damages or loss of any description whatsoever (including property damage) which I or my equipment may suffer or sustain in the course of, or consequent upon, my entry or participation in the Event howsoever arising except to the extent limited or prohibited by law.

2. I hereby indemnify, release and discharge the Organisation, together with all persons and entities involved or otherwise engaged in promoting, staffing or operating the Event (including and without limitation Busselton Surf Life Saving Club Inc, Surf Life Saving Western Australia Inc and the Organisation's other suppliers and Event sponsors, hosts, promoters and land owners and lessees – referred to as "Event Partners") together with their employees, officials, members, volunteers, agents and contractors, from all liability for loss of life or injury, (including psychological trauma), damages or loss of any description whatsoever (including property damage) which I or my equipment may suffer or sustain in the course of or consequent upon my entry or participation in the Event howsoever arising except to the extent limited or prohibited by law.

3. I hereby declare that I am medically and physically fit and psychologically fully capable of participating in and have undertaken adequate training for the Event.

4. I hereby consent for myself to receive such medical treatment that may be deemed advisable in the event of injury, accident and/or illness during or immediately after the Event.

5. I hereby acknowledge and agree that the Organisation will have the right to modify the Event or any aspect thereof (including the race rules) or to cancel the Event:

(a) In event of any circumstances which prior to or during the Event, in the sole discretion of the Organisation, pose or may pose an unacceptable risk or danger to people or property. Without derogating from the generality of the above, such circumstances may include but are not limited to storm, rain, winds, currents, attack or risk of attack by sea creatures or any other inclement weather or ocean conditions;

(b) Should it be required under any statutory framework or should the Organisation be so directed or ordered by any authority or agency with relevant jurisdiction; or

(c) Should any circumstances reasonably outside the control of the Organisation necessitate modification or cancellation of the Event,

In event of such modification or cancellation of the Event the Organisation will have no obligation to refund my Event entry fee or any portion thereof.

6. I agree to participate in the Event in accordance with the race rules and conditions as determined by the Organisation.

7. I acknowledge and agree that details of all Event participants will be entered into a database and publicly published/displayed by or on behalf of the Organisation, including but not limited to official event results and my name, postcode, suburb, age group, gender, event race number and finish time.

8. I grant the Organisation and all Event Partners a royalty free worldwide licence in perpetuity, to use and allow the use of my name, image, likeness, voice, interview and statements in broadcasts, telecasts, web casts, media press materials, promotional materials and otherwise in connection with the Event.

9. I undertake to use my best endeavors to complete the Event for which I have entered:

(a) In case of the 3.6km Solo event, within 3 hours of my official start-time; or

(b) In case of the One Mile Swim to Shore, within 90 minutes of my official start-time; or

(c) In case of the Kids Swim, within 30 minutes of my official start-time.

I acknowledge and agree should I not complete the said the Event within abovementioned timeframe:

(d) To leave the water when instructed to do so by a race official; and

(e) Should I not leave the water when instructed to do so, that I may be removed by Event officials from the water for my own safety and for the safety of others.

10. I acknowledge and agree that:

(a) Participation in the Event is inherently dangerous and physically and psychologically demanding;

(b) Participation in the Event could result in serious injury or death to/of participants (including me);

(c) The risk of injury or death may be aggravated by changing sea and weather conditions, attacks from or contact with sea creatures (like sharks, stingers, jelly fish or blue bottles), other participants, vessels debris or other objects in the ocean, human error and/or participants' (including my) failure to participate in a safe and reasonable manner or to comply with these terms and conditions of entry or the race rules or directions from Race officials; and

(d) I have read and understood this warning and voluntarily accept and assume the inherent risks in participating in the Event.

**11.** Under the provisions of the Fair Trading Act 1999 ("Act") several conditions are implied into contracts for the supply of certain goods and services. Pursuant to the Act the Organisation is required to ensure that the recreational services supplied to you as part of the Event are:

- (a) rendered with due care and skill; and as fit for the purpose for which they are commonly bought as it is reasonable to expect in the circumstances; and
- (b) reasonably fit for any particular purpose or might reasonably be expected to achieve any result you have made known to the supplier.

Under section 32N of the Act, the Organisation is entitled to ask you to agree that these conditions do not apply to your participation in the Event. By signing this entry form you are agreeing that your rights to sue the Organisation under the Act if you are killed or injured because the services in relation to your participation in the Event were not rendered with due care and skill or they were not reasonably fit for their purpose, are excluded, restricted or modified in the way set out in this form and to the maximum level permitted at law.

NOTE: The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. "Gross negligence" is defined in the Fair Trading (Recreational Services) Regulations 2004.

**12.** I agree that, if anything in these terms and conditions of entry or race rules are considered to be unenforceable, illegal or void for any reason then it shall be read down and, if necessary, severed so that the balance of these terms and conditions of entry and race rules remain of full force and effect.

**13.** I acknowledge and agree that the Organisation may in its sole discretion vary or supplement the terms and conditions for entry and/or participation in the Event by giving reasonable notice and that such notice may include but will not be limited to such varied or additional terms and conditions being displayed or publicly announced at the Event Venue or at the Event starting point or on the Event Website: [www.busseltonjettyswim.org.au](http://www.busseltonjettyswim.org.au)

**14.** I acknowledge and agree that:

- (a) The Organisation will issue me during "check-in" on a loan basis with an electronic timing chip device and ankle strap ("Timing Device") for use of timing my participation in the Event;
- (b) I must return the Timing Device to the area designated by the Organisation for that purpose as soon as I have completed, or withdrawn from, the Event, but in any event not later 5:00pm on the day of the Event; and
- (c) I shall be liable for payment of an amount of \$AUD25 (including GST) to the Organisation if I fail to return the Timing Device in accordance with sub-clause (b), which amount will be payable on day of the Event at the "check-in" point or otherwise on demand.

**15.** I acknowledge and agree that:

- (a) A limited number of participants will be allowed to participate in the Event;
- (b) The Organisation reserves the right to determine in its sole discretion the number of participants for the Event; and
- (c) The Organisation reserves the right to accept or reject any entry at their discretion and also to issue special invitations.

**16.** I acknowledge and agree that:

- (a) I have read and fully understand these terms and conditions of entry and the race rules;
- (b) I fully understand the legal consequences of agreeing to these terms and conditions of entry and the race rules and the risk of participating in the Event;
- (c) I have the legal capacity to enter into these terms and conditions of entry and to accept the race rules;
- (d) I agree to be bound by and to comply with these terms and conditions of entry and the race rules; and
- (e) Completion of the online entry form and payment of the entry fee for the Event will be prima facie evidence of my agreement to and acceptance of these terms and conditions of entry and the race rules.

## **SunSmart Busselton Jetty Swim 2019**

### ***Race Rules (includes the 3.6km Solo Swim, Relays and the One Mile Swim to Shore)***

#### **Entry**

- 1.** Only competent swimmers who are fit, adequately trained and capable of safely completing the distance should enter.
- 2.** An official online entry must be completed by each swimmer or team.
- 3.** Swimmers should ensure that they have a **confirmed** entry. If you do not receive a confirmation email and your entry does not appear on the confirmed entrants list (published on the Busselton Jetty Swim website) then you have to contact the Organisation as soon as possible via email to [rego@busseltonjettyswim.org.au](mailto:rego@busseltonjettyswim.org.au)

4. The Organisation will use its best endeavours to send by email to confirmed participants an eTicket containing entry details and race number and these terms and conditions of entry and race rules in the week prior to the Event. Please bring the eTicket and your signed declaration terms and conditions of entry and race rules to pre-race check-in.

### Registration

5. All swimmers must check-in at the Beachfront Marquee on the Busselton Foreshore on:

- (a) either Saturday **9 February 2019** between **14:30 – 18:00** (preferred option);
- (b) or Sunday **10 February 2019** between **06:00 - 07:00**.

6. Note that check-in by proxy is not permitted.

7. At check-in swimmers:

- (a) Must hand in a signed copy of these terms and conditions of entry and race rules;
- (b) Will receive their swim cap, Timing Device, start wave and race number tattoo.

### Age Groups

8. The following age categories apply for males and females in the 3.6km Solo swim only: under 15; 15-19; 20-24; 25-29; 30-34; 35-39; 40-44; 45-49; 50-54; 55-59; 60-64; 65-69; 70-74; 75-79; 80-84; 85 and over. Age category is based on age on race day.

9. Swimmers must be at least 8 years of age on race day. Swimmers 12 years of age and under must provide proof of completing and passing stage 8 (as per Department of Education) *or equivalent* to be eligible to swim in the event. Parents or guardians are required to email swim stage proof to [juniors@busseltonjettyswim.org.au](mailto:juniors@busseltonjettyswim.org.au)

### Race Categories

10. The race distances as stated are approximate.

11. Swimmers may enter for a 3.6km solo swim, a relay team of 2, a relay team of 4 or a 1.6km solo swim (One Mile Swim to Shore).

12. The 3.6km solo swim is a beach start on the East side of the Jetty finishing on the Busselton Foreshore West of the Jetty.

13. The One Mile Swim to Shore starts at the Busselton Jetty Underwater Observatory Ramp and finishes on the Busselton Foreshore. Age categories do not apply. Swimmers must be able to walk 1.6km along the Jetty to the start point.

14. Relay team of 2: first leg 1.4km, beach start exiting at Allie's Landing on the Busselton Jetty; second leg 2.2km, starting at Allie's Landing, rounding the northern end of the Busselton Jetty and finishing on the Busselton Foreshore.

15. Relay team of 4: first leg 1.0km, beach start exiting at designated Busselton Jetty Platform (east); second leg 1.0km, starting at first leg exit point and exiting at the Busselton Jetty Underwater Observatory Ramp; third leg 0.6km starting at the second leg exit point and finishing at the designated Busselton Jetty Platform (west); fourth leg 1.0km, starting at the third leg exit point and finishing on the Busselton Foreshore.

### General

16. At the relay change-over points, relay members must physically tag their team-mate. Race officials will be present to monitor the relay change-overs. Swimmers finishing on the Jetty must be able to climb a ladder to exit the water.

17. The swim course is marked with buoys; swimmers should use these as a guide.

18. Swimmers or support craft are not permitted to go under any part of the Busselton Jetty unless directed by Race officials.

19. Wetsuits and/or swim-aids are permitted but participants using these will not be eligible for awards.

20. Wetsuits and/or swim-aids must be declared upon entry. Swim-aids include; Flippers, Snorkels, Wetsuits, Pull Buoys, Speed-suits.

21. Swim caps indicating starting wave and team category will be supplied and must be worn at all times during the race.

22. Swimmers will be required to have their race number tattoo displayed on their front left thigh and left arm at all times during the race.

23. **All** swimmers must wear their Timing Device on their left ankle at all times during the race.

24. **Solo** swimmers and the **last** swimmer in each team will be timed as they cross the timing mats at the designated beach finish line. Team swimmers exiting on the Busselton Jetty must walk over the timing mat at the designated exit point to "check out" of the swim and hand in their Timing Device.

25. The Organisers will use their best endeavours to provide all swimmers with a finisher's award either as they exit the finish area or as they exit the Busselton Jetty. Note no awards will be posted or sent.

26. Trophies must be collected at the official awards presentation (in person or by proxy). Note no trophies will be posted or sent.

27. Swimmers withdrawing from the event must present themselves at the check-in desk and confirm their withdrawal.

28. On water safety and support is provided by Surf Life Saving. Personal support paddlers, vessels or personnel are not permitted unless the Organisation's prior written permission has been obtained. A request for such assistance must be made as part of your online entry under 'special needs'.

29. All vessels in the vicinity of the event, whether involved in the event or not must comply with and abide by the *Navigable Waters Regulations 1958* (WA). Race officers will enforce and police these regulations as part of the overall safety provisions for the Event.

30. A swimmer may be disqualified at the discretion of the Organisation for contravening the race rules or for unsporting conduct.

31. Entries close at 23:59, Western Standard Time, **Thursday 31 January 2019** or such other time as the Organisation may determine in its sole discretion.

32. Refunds are only available if applied for in writing or by email and must be applied for prior to the entry closing date of **Thursday 31 January 2019**. A \$10 administration fee per swimmer will be retained.

33. If a member of a team cannot swim on the day, a replacement may be approved at the check-in desk for a team member only, not for solo entrants or whole teams. The replacement team swimmer must fill in an entry form and sign the waiver at the check-in desk.

34. If there is any dispute as to:

- (a) The race distance, starting, exiting or finishing points;
  - (b) Finishing times or finishing positions or making of awards or placing or positioning of participants;
  - (c) Information provided in any trophy, medal or award; or
  - (d) Compliance with or interpretation or application of any race rule,
- the Organisation's decision will be final and binding.

### **SunSmart Busselton Jetty Kids Swim 2019 Race Rules**

1. The Kids Swim is a solo swim of 222m for 8 to 12-year old's starting on the Busselton Foreshore beach on the eastern side of the Swimming Jetty and going anticlockwise out and around the Swimming Jetty, finishing on the beach on the western side.

2. Swimmers must provide proof of completing and passing stage 8 (as per Department of Education) *or equivalent* to be eligible to swim in the event. Parents or guardians must prior to the Event email swim stage proof to [juniors@busseltonjettyswim.org.au](mailto:juniors@busseltonjettyswim.org.au)

3. An official online entry must be completed by each swimmer's parent/guardian. Completion of the online entry form and payment of the entry fee represents acceptance by the participant's parent/guardian of these Race Rules and Conditions of Entry on behalf of the participant.

4. Swimmers should ensure that they have a **confirmed** entry. If you do not receive a confirmation email and your entry does not appear on the confirmed entrants list (published on the Busselton Jetty Swim website) then please contact the race organisers as soon as possible via email to [rego@busseltonjettyswim.org.au](mailto:rego@busseltonjettyswim.org.au)

5. Confirmed entrants will be emailed an eTicket containing entry details and race number and these terms and conditions of entry and race rules. The Organisation will use its best endeavours to send this information in the week prior to the swim. Please bring the eTicket and your signed declaration to pre-race check-in.

6. All swimmers must be checked-in by their legal guardian at the Beachfront Marquee on either **Saturday 9 February 2019** between 14:30 – 18:00 (preferred option) or **Sunday 10 February 2019** between 06:00 - 07:00. At check-in:

- (a) Parents/guardians must provide Race officials with a signed copy of these terms and conditions of entry and race rules and such other form of identification as may reasonably be required by the Organisation; and
- (b) Parents/guardians will receive a swim cap, Timing Device, start wave and race number for the swimmer.

7. Abovementioned Terms and conditions of Entry and Race Rules for adult participants apply *mutatis mutandis* (that is with the necessary modifications) to the Busselton Jetty Kids Swim.

Event organiser: Busselton Allsports Inc.

Contact: PO Box 410, Busselton, Western Australia, 6280.

[secretary@busseltonjettyswim.org.au](mailto:secretary@busseltonjettyswim.org.au)

**COMPETITOR:** Race Number: .....

Name (BLOCK LETTERS): .....

Signature: ..... Date: .....

**GUARDIAN OR PARENT IF COMPETITOR UNDER 18 YEARS OF AGE:**

Name (BLOCK LETTERS): .....

Signature: ..... Date: .....