

## **TERMS & CONDITIONS OF ENTRY (SWIMMER WAIVER)**

***All swimmers registering for this Event will need to agree to these Terms & Conditions as part of the online registration process. If you are a registered swimmer you have agreed to these Terms & Conditions.***

**These Terms and Conditions apply to the 3.6km Solo Swim, Team Swims, One Mile Swim to Shore, Simon's 500m Shortcut Swim and Kids Swim**

1. In consideration of and as a condition of acceptance by Busselton Allsports Inc. ("Organisation") of my entry in the Busselton Jetty Swim 2026 ("the Event") to the maximum extent permitted by law, I 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.

2. I 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, or which I may cause or contribute to, 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. To the extent necessary to perfect my indemnity, release and discharge to Event Partners, I appoint the Organisation as trustee to hold those rights on behalf of the Event Partners. This clause 2 is intended to enure to benefit of those Event Partners notwithstanding that they are not parties to these Terms & Conditions.

3. The release and indemnity included at clauses 1 and 2 bind my attorneys, executors, administrators, successors in title and assigns.

4. I declare that I am medically and physically fit, not showing any signs of sickness, and will not be affected by drugs or alcohol on the day of the Event. I am psychologically fully capable of participating in and have undertaken adequate training for the Event. I undertake to voluntarily withdraw from the event if any of these statements are incorrect on the day of the Event.

I acknowledge the Organisation or its authorised representatives may respond to any statement or disclosure by me in any way they reasonably deem fit, including preventing me from competing in or attending the Event.

5. In case of an emergency, I authorise the Organisation or its authorised representatives to arrange for me to receive such medical treatment or first aid as may be deemed necessary. I also undertake to pay or reimburse costs, which may be incurred for medical attention or ambulance transport as a consequence of my involvement in the Event. I have disclosed with my entry all

my medical and physical conditions that might affect my performance or be relevant if medical treatment is needed.

**6.** I acknowledge and agree that the Organisation will have the right to modify the Event or any aspect of the Event (including the Race Rules) or to cancel the Event at its sole discretion including but not limited to the following circumstances:

- a) Any circumstances such as storm, rain, winds, currents, attack or risk of attack by sea creatures or any other inclement weather or ocean conditions which prior to or during the Event pose or may pose an unacceptable risk or danger to people or property.
- 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.
- c) Should any circumstances reasonably outside the control of the Organisation necessitate modification or cancellation of the Event.

**7.** I agree to participate in the Event in accordance with the Race Rules and any other conditions determined by the Organisation. I further agree to adhere to the Swimmer Code of Conduct and accept that if I breach the Race Rules or Swimmer Code of Conduct, I may be disqualified from the Event or banned from participating in or otherwise attending the Event for a period of up to two years.

**8.** 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 my name, official event results, my age group, gender, event race number and finish time.

**9.** 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 at its discretion.

**10.** I undertake to use my best endeavours to complete the Event for which I have entered in a reasonable timeframe.

I acknowledge and agree that should I not complete the said Event within a reasonable timeframe:

- a) To leave the water when instructed to do so by a race official; and
- b) 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.

**11.** 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 (including to 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 large marine species, 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

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

**12.** Under the provisions of the *Fair Trading Act 2010* ("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 participants 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 the participant has made known to the supplier.

Under the Act, the Organisation is entitled to ask participants to agree that these conditions do not apply to your participation in the Event. By signing this entry form I agree that my rights to sue the Organisation under the Act if I am killed or injured because the services in relation to my 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.

**13.** I agree that, if anything in these terms and conditions of entry, race rules or swimmer code of conduct 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, race rules and swimmer code of conduct remain of full force and effect.

**14.** 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)

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

- a) During "Check-in", the Organisation will issue me on a loan basis with an electronic timing chip device and ankle strap ("Timing Device") for the purpose 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 than 5:00 pm on the day of the Event; and
- c) I will 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.

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

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

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

- a) I have read and fully understand these Terms and Conditions of entry, the Race Rules and Swimmer Code of Conduct
- b) I have been given an opportunity to obtain my own advice regarding the Terms & Conditions and Race Rules. Following that advice or after deciding not to obtain further advice, I have freely and voluntarily chosen to participate in the Event.
- c) I have the legal capacity to enter into these Terms and Conditions of entry and to accept the Race Rules and Swimmer Code of Conduct.
- d) I understand that my entry is non-transferable and agree not to allow any other person to participate under my name or using my allocated race number.
- e) I agree to be bound by and to comply with these Terms and Conditions of entry, the Race Rules and Swimmer Code of Conduct.
- f) 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, the Race Rules and Swimmer Code of Conduct.

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

If any unforeseeable circumstance occurs which is beyond the control of event organisers / Busselton Allsports Inc resulting in the cancellation of Busselton Jetty Swim 2026, the following options of swimmer fees will be offered:

- a) Full refund less a \$15 administration fee (or less a \$5 administration fee for the Kid's Swim) will be offered and transferred to the nominated account within 14 working days of the cancellation announcement of the Event.
- b) Donation of swimmer fee to Busselton Allsports Inc. (Busselton Jetty Swim) to help ensure the continuation of the Event into the future.

*Please note, any donations pledged to Busselton Jetty Environment Fund by swimmers when entering the event are non-refundable.*

**19. Abovementioned Terms and Condition of Entry, Race Rules and Swimmer Code of Conduct for adult participants apply mutatis mutandis (that is with the necessary modifications) to all participants under the age of 18.**