



Lake Argyle Swim Terms & Conditions of Entry

The following are participant terms and conditions of entry to the Lake Argyle Swim event. These terms are not negotiable and by participating in the event you hereby acknowledge your acceptance of these terms and conditions.

I agree to participate in this event on the following basis:

1. **General: Release of Liability:** I consent to participating in the event and acknowledge, agree and represent that I understand the nature of the event and agree to the following terms:
 - a. I understand that I will be undertaking physical exercise at or near the extent of my capacity and that there is a possible risk in physical exercise at that level of serious bodily injury, including disability, paralysis or death. I understand that these risks may be caused by my own action or inaction, the action or inaction of others, the conditions in which the event takes place, or the negligence of others.
 - b. I understand that I should not participate in this event unless I have trained appropriately and will be in a fit state to complete the event safely. I acknowledge that if I am aware of an existing medical condition and uncertain of my state of fitness then a consult a medical practitioner should verify my physical condition.
 - c. I release and hold harmless the LAKE ARGYLE SWIM INC. COMMITTEE and its employees, servants, agents and voluntary workers from all actions, proceedings, suits, claims and other liabilities founded in negligence, breach of duty (statutory or otherwise) or howsoever arising from any injuries (including permanent disability, incapacity or death) that I may suffer while participating in the event, or subsequently occurring in connection with the event, that is to any extent contributed to by my participation in the event.
 - d. I have read these Terms and Conditions and fully understand its terms and have agreed to participate in the event without any inducement and intend this release to be an unconditional release of all liability to the full extent permitted by the law.
2. **Rules:** I agree to be bound by and fully comply with all LAKE ARGYLE SWIM INC. by Laws and any other relevant procedures and policies as set out in the Lake Argyle Swim Rules.
3. **Collection of Personal Information:** I acknowledge and consent to photographs and electronic images being taken of me before, during or after the event by LAKE ARGYLE SWIM INC. and its employees, servants, agents and voluntary worker's, its sponsors and/or its stakeholders. I acknowledge and agree that such photographs and electronic images are owned by LAKE ARGYLE SWIM INC and event sponsors may use these images, my name and my performance for promotional broadcasting, reporting purposes and/or other purposes at any time by any form of media without my further consent being necessary. LAKE ARGYLE SWIM INC. is not responsible for photographs and electronic images taken or the collection of my personal

information by persons who are not an official representative of LAKE ARGYLE SWIM INC. I acknowledge that there may be media organisations present at the event who may take photographs and electronic images of me for the purpose of their journalistic activities.

4. **Medical:** I consent to receiving any medical treatment including ambulance transportation that LAKE ARGYLE SWIM INC, its authorised designees or venue owners think desirable during or after the event.
5. **Safety:** I agree to comply with all safety precautions undertaken by LAKE ARGYLE SWIM INC. COMMITTEE (such as water supervision and briefings such as the team leaders meeting) and acknowledge that such safety precautions are a service to me and other participants but are not a guarantee from LAKE ARGYLE SWIM INC. COMMITTEE of safety.
6. I agree and acknowledge that I am fully responsible for the security of my personal possessions at the event.
7. I certify that I am 18 years of age or older, or I am the parent/legal guardian of a child under the age of 18 and I have read and understand and accept the terms and conditions it contains.
8. **Photos, Sound and Video Recordings:** Images at the event taken with a camera, mobile phone or other wireless device must not be used for any purpose other than for private and domestic purposes.
9. I agree not to sell, license, publish or otherwise commercially exploit any photographs taken at the event.
10. I agree not to use any images collected at the event where that use would be regarded as offensive.
11. I understand that sound and video recording are not permitted at any time at the event.

If you are 17 or under on the day of the race this declaration must be signed by your parent or guardian.